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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

FINANCE SERI

04-08-2002

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



To the Honorable Commissioner of Pa

ginal documents or copy thereof.

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1. Name of conveying party(ies):

DR Partners

3-19-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 2/28/02

2. Name and address of receiving party(ies)

Name: Stephens Media Intellectual Property, LLC Internal Address:

Street Address: 1111 West Bonanza Road City: Las Vegas State: NV Zip: 89106

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/712211, 75/712212, 75/712213, 76/232741, 76/232742

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steven A. Gibson, Esq.

Internal Address: Santoro, Driggs, Walch, Kearney, Johnson & Thompson

Street Address: 400 South Fourth Street Third Floor

City: Las Vegas State: NV Zip: 89101

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Steven A. Gibson, Esq.

Name of Person Signing

Signature

Date

3-18-02

Total number of pages including cover sheet, attachments, and document:

3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/05/2002 6T0N11 00000112 75712211

01 FC:481 40.00 OP 02 FC:482 100.00 OP

TRADEMARK REEL: 002476 FRAME: 0692

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made effective as of February 28, 2002 (the "Effective Date") by and between DR Partners, a Nevada general partnership ("DR") and Stephens Media Intellectual Property, LLC, a Delaware limited liability company ("Assignee").

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DR hereby conveys, transfers and assigns to Assignee DR's entire right, title, license and interest in, to and under the: (a) exact marks LASVEGAS.COM, LASVEGAS.COM ONE CITY. ONE SITE. and Design (as set forth in an application for registration, US serial number 75/712211), LASVEGAS.COM ONE CITY. ONE SITE.; (b) the mark applications for registrations on an intent-to-use basis for LASVEGAS.INFO (as set forth in the application for registration, US serial number 76/232742) and LASVEGAS.BIZ (as set forth in the application for registration, US serial number 76/232741) ("ITU Applications"); and (c) the uniform resource locator or universal resource locator ("URL") lasvegas.com. All the foregoing shall include, without limitation, all appurtenant goodwill inuring directly to the foregoing, those certain intangible assets presently used by DR that would be directly and exclusively attributable to the business specified in the scope of use identified on the ITU Applications as ultimately registered and as conducted by DR as of the Effective Date, specifically the ongoing business, if any, to which the marks Lasvegas.biz and Lasvegas.info pertain, the right to sue and recover for any past and/or continuing infringements or contract breaches, said rights, titles, licenses and interests to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by DR if this conveyance, transfer and assignment had not been made; *provided, however*, that this conveyance, transfer or assignment shall not include any DR right, title, license or interest in, to or under any mark or URL that is different in any manner to the foregoing.

IN WITNESS WHEREOF, DR hereby executes this Assignment on this 28th day of February, 2002.

**DR Partners, a Nevada general partnership**

*Sherman R. Frederick*  
By: Sherman R. Frederick  
Its: Chief Executive Officer

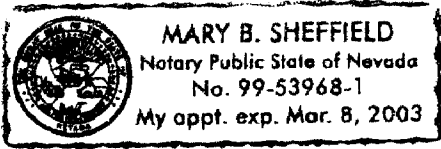
STATE OF NEVADA )  
COUNTY OF CLARK )

Subscribed and sworn to before me this 28th day of February, 2002.

*Mary B. Sheffield*  
Notary Public - MARY B. SHEFFIELD

My Commission Expires: March 8, 2003

SEAL



**ACKNOWLEDGED BY:**

Stephens Media Intellectual Property, LLC, a Delaware limited liability company

*Mark A. Hinueber*

By: Mark A. Hinueber  
Its: Assistant Secretary

STATE OF NEVADA )  
COUNTY OF CLARK )

Subscribed and sworn to before me this 28th day of February, 2002.

*Mary B. Sheffield*  
Notary Public - MARY B. SHEFFIELD

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SEAL

