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Commissioner of Patents & Trademarks
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CERTIFICATE OF MAILING
I hereby certify that this correspondence is being deposited with the United States Post Office as first class mail in an envelope addressed to: Commissioner for Patents & Trademarks, Washington, D.C. 20231, on
Date: 4/23/02
Name: Yolanda Teidor
Signature: Yolanda Teidor
Clifford Chance Rogers & Wells LLP

Docket No. 364/394

05-14-2002



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TRADEMA

To the Honorable Commissioner of Patents and Trademarks
or copy(ies) thereof.

T

to receive the attached original document(s)

<u>Conveying party(ies):</u>	<u>Entity:</u>	<u>Execution Date:</u>
ARI Network Services, Inc.	WI Corp.	2/27/02
<u>5-3-02</u>		

<u>Receiving Party:</u>
Press Association, Inc. 50 Rockefeller Plaza New York, New York 10020
<u>Entity:</u> NY Corp. wholly owned subsidiary of The Associated Press, Inc.
If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No

<u>Conveyance Type:</u>	
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Security Agreement
<input type="checkbox"/> License	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Merger	<input type="checkbox"/> Other _____

Trademark Application or Registration Number(s):

Enter either Trademark Application or Registration Number (DO NOT ENTER BOTH numbers for same property)

Trademark Application Number(s)

Trademark Registration Number(s)

1,391,149

Correspondence Address:

Darci J. Bailey
CLIFFORD CHANCE
ROGERS & WELLS LLP
200 Park Avenue
New York, New York 10166
Telephone: (212) 878-3402

Number of Properties:

Total number of properties involved: 1

Fee:

Total fee under 37 CFR 3.41 **\$115**

- Enclosed
- Authorized to charge to Deposit Account Number: **18-1843**. A duplicate copy of this cover sheet is attached.
- Please apply any additional fee or any credits to Deposit Account 18-1843.

05/13/2002 6TON11 00000156 181843 1391149
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Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Darci J. Bailey

[Signature]
Signature

April 23, 2002

Date

EXHIBIT F

**TRADEMARK ASSIGNMENT:
ARI Network Services, Inc. to Press Association Inc.**

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment"), made as of the 27th day of February 2002, from ARI Network Services, Inc., a corporation organized under the laws of the State of Wisconsin having a place of business at 330 East Kilbourn Avenue, Milwaukee, Wisconsin 53202-3166 (hereinafter referred to as "Assignor"), to Press Association, Inc. ("PA"), a corporation organized under the laws of New York and wholly owned subsidiary of The Associated Press having a place of business at 50 Rockefeller Plaza, New York, New York 10020 (hereinafter referred to as "Assignee").

WHEREAS, Assignor owns all right, title, and interest in United States Trademark Registration No. 1,391,149 for the mark NEWSFINDER and Design and all related common law rights, including the goodwill associated therewith (the "Trademark");

WHEREAS, Assignee, is acquiring certain assets of Assignor relating to that portion of the Newsfinder business to which the Trademark pertains pursuant to a certain Transition Agreement dated February 27, 2002, between Assignor and Assignee (the "Transition Agreement"); and

WHEREAS, in connection with such Transition Agreement, Assignee shall acquire all right, title and interest throughout the world in and to the Trademark and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Transition Agreement, receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Time (as defined in the Transition Agreement) Assignor does hereby sell, assign, convey and transfer unto Assignee all right, title, and interest in and to the Trademark, and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to apply for trademark registration outside the United States based in whole or in part upon said Trademark, and every priority right that is or may be predicated upon or arise from said Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, and all claims for damages by reason of past and future infringements of the Trademark with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that: Assignor owns the Trademark free and clear of all liens and encumbrances and has the right and power to enter into this Trademark Assignment and to assign the Trademark to Assignee as provided herein.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademark, in accordance with this Trademark Assignment.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by the Assignee in order to vest all right, title, and interest in and to the Trademark to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, and testify as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademark.

This Trademark Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of New York, without application of choice of law or conflicts of law principles.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized.

Dated as of February 27, 2002

ARI NETWORK SERVICES, INC.

PRESS ASSOCIATION, INC.

By: Brian Dearing
Brian Dearing, President

By: _____
Wick Temple, Vice President, Director of
Newspaper Membership

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss:

Before me, the undersigned, a Notary Public of the State of Wisconsin, personally appeared Brian Dearing, having been sworn by me according to law did depose and say he was the President of ARI Network Services, Inc. (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 27th day of February, 2002.

Paul J. [Signature]

My commission is permanent.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized.

Dated as of February 27, 2002

ARI NETWORK SERVICES, INC.

PRESS ASSOCIATION, INC.

By: _____
Brian Dearing, President

By: Wick Temple
Wick Temple, Vice President, Director of
Newspaper Membership

STATE OF }
 } ss:
COUNTY OF }

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WITNESS my hand and notarial seal this ___ day of _____, _____.