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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
DMW Worldwide, Inc. **5-20-02**

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

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

2. Name and address of receiving Party(ies)
Name: DMW, LLC
Internal Address: Wayne, Pennsylvania
Street Address: 1325 Morris Drive
City: Wayne State: PA ZIP: 19087

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company (Delaware)

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: April 29, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.'s
1,979,339

Additional numbers attached? Yes No

6. Total Number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Charles T.J. Weigell
Internal Address: Bryan Cave LLP
245 Park Avenue
New York, NY 10167

Street Address: 245 Park Avenue

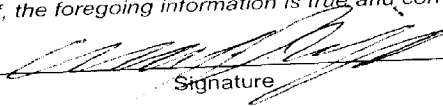
City: New York State: NY ZIP: 10167

8. Deposit Account number:
02-4467 - To be charged in the event of any deficiency in the fee presented herewith

(Attach) duplicate copy of this page if paying by deposit account

DO NOT USE THIS SPACE

9. State 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.

Charles T.J. Weigell  May 6, 2002 Date

Name of Person Signing Signature Date

Total number of pages including this cover sheet and any attachments: 5

OMB No. 0651-0011 (exp. 4/94)

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ASSIGNMENT OF TRADEMARKS

WHEREAS, DMW Worldwide, Inc., a corporation organized and existing under the laws of the State of Missouri, located and doing business at 211 North Broadway, St. Louis, Missouri 63102 (hereinafter "Assignor") is the owner of the service mark TRANSITION MARKETING (hereinafter "the Mark"), and the following corresponding registration in the United States Patent and Trademark Office:

TRANSITION MARKETING - Registration No. 1,979,339 issued June 11, 1996

WHEREAS, DMW, LLC, a limited liability company organized and existing under the laws of the State of Delaware, located and doing business at 1325 Morris Drive, Wayne, Pennsylvania 19087 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said Mark and the registration therefor in the United States, together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof.

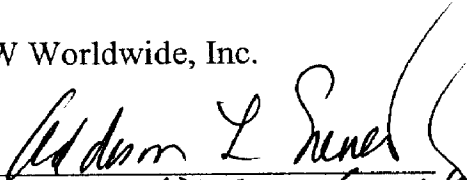
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all right, title, and interest in and to said Mark and the corresponding registration therefor for the United States together with the goodwill of the business in connection with which said Mark is used and which is symbolized by said Mark, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Dated: 4/29, 2002

DMW Worldwide, Inc.

By:


Name: Addison L Sauer
Title: CEO/EM/CEO