

07-19-2002

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



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

Tab settings

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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):

DIMAC Corporation

7-2-02

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

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

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution date: June 28, 2002

2. Name and address of receiving party(ies):

Name: DIMAC Marketing Partners, Inc.

Internal Address:

Street Address: One Corporate Woods Drive

City: Bridgeton Country: Missouri Zip: 63044

- Individual(s) citizenship, Association, General Partnership, Limited Partnership

- Corporation-State Missouri, 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

JUL - 2 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2368646

Additional number(s) attached Yes No

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

Name: Dale Nissenbaum

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

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

8. Deposit account number:

23-0800

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

DO NOT USE THIS SPACE

9. 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.

Phyllis Eremitaggio Name of Person Signing

Phyllis Eremitaggio Signature

July 1, 2002 Date

Total number of pages including cover sheet, attachments, and document: 6 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/19/2002 SUELLER 00000063 230800 2368646 01 FD:481 40.00 CH

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Assignment*"), dated as of June 28, 2002, is made by **DIMAC CORPORATION**, a corporation organized under the laws of the State of Delaware, with its principal offices at One Corporate Woods Drive, Bridgeton, Missouri 63044 ("*DIMAC*").

WHEREAS, DIMAC owns the entire right, title and interest, whether statutory or common law rights, in and to the trademarks and registrations therefor listed on **Schedule A** (the "*Assigned Trademarks*"); and

WHEREAS, DIMAC desires to assign the entire worldwide right, title and interest in and to the Assigned Trademarks to DIMAC Marketing Partners, Inc., a corporation organized under the laws of the State of Missouri, with its principal offices at One Corporate Woods Drive, Bridgeton, Missouri 63044, and a wholly-owned subsidiary of DIMAC ("*DMP*");


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. DIMAC does hereby sell, assign and transfer to DMP, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by DMP for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by DIMAC if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. DIMAC agrees to execute any additional documents and to take such other actions as may be necessary to transfer to DMP its entire right, title and interest in and to the Assigned Trademarks.
3. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses and other rights in and to the Assigned Trademarks previously granted to any third person, which grants are in effect as of the date of this Assignment.

[Signatures on Following Page]

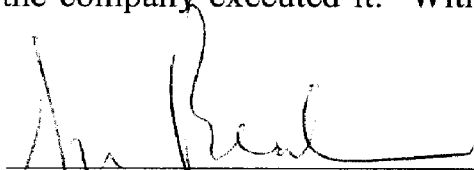
IN WITNESS WHEREOF, DIMAC has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

DIMAC CORPORATION

By: 
Name: Addison L. Everett
Title: Chairman, Chief Executive Officer
and Chief Financial Officer

State of New York)
) ss.
County of New York)

On this 1st day of July, 2002, before me personally appeared Addison L. Everett proved to me on the basis of satisfactory evidence to be the person who executed the above Assignment as Chairman and Chief Financial Officer on behalf of DIMAC Corporation, and acknowledged to me that the company executed it. Witness my hand and official seal.


Notary Public

**GEORGIA BEACH
NOTARY PUBLIC, State of New York
No. 31-4907366
Qualified in New York County
Commission Expires Sept. 28, 2005**

Schedule A

ASSIGNED TRADEMARKS

ASSIGNED TRADEMARKS

REGISTRATION NUMBER

MBS/MULTIMODE

2368646