

08-09-2002



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TRADEMARK

OFFICE
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FINANCE SECTION

MRO

8-6-02

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 8-6-02
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
07022002
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

08/09/2002 6TDN11 00000008 76346605

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 00
200.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002558 FRAME: 0094

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

<input type="text" value="76346605"/>	<input type="text" value="76346604"/>	<input type="text" value="76213997"/>
<input type="text" value="76195636"/>	<input type="text" value="76055274"/>	<input type="text" value="76259914"/>
<input type="text" value="76167355"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2002521"/>	<input type="text" value="2287562"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

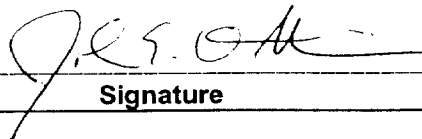
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

John E. Ottaviani



July 30, 2002

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Corporation Association

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Registration Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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ASSIGNMENT OF TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that Communication Concepts, Inc., Marketing Communication Systems, Inc. and Mail-Gard Concepts, Inc., each a Pennsylvania corporation (each, a "Seller" and collectively, "Sellers"), and CC3 Acquisition, LLC, a Delaware limited liability company (the "Purchaser") have entered into an Asset Purchase Agreement dated as of July 2, 2002, pursuant to which Sellers agreed to sell and Purchaser agreed to buy substantially all of the assets of Sellers (the "Agreement"). Except as otherwise stated herein, all terms used herein shall have the same meaning as set forth in the Agreement.

W I T N E S S E T H:

WHEREAS, in accordance with the Agreement, each Seller has simultaneously herewith by a bill of sale, assignments and other instruments of transfer and conveyance of even date vested in Purchaser all of such Sellers' right, title and interest in the Purchased Assets effective as of Closing Date; and

WHEREAS, Sellers have adopted, used and are the owner of the trademarks which are pending and registered in the United States as listed on Exhibit A annexed hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Purchaser is desirous of acquiring the entire right, title and interest in the Trademarks and the issued registrations thereof.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, Purchaser and Sellers agree as follows:

1. Sellers, by these presents, do sell, assign, and transfer unto the Purchaser the entire right, title and interest in and to the Trademarks and the issued registrations thereof, together with the good will of the business symbolized by said marks and issued registrations thereof.

2. Sellers, at the expense of the Purchaser, agree to execute all other instruments and take all other lawful actions necessary or appropriate to assist the Buyer in securing and maintaining registered trademarks in the United States as the Purchaser shall designate, and to vest and confirm in the Purchaser legal title to the pending and registered trademarks and the issued registrations thereof.

IN WITNESS WHEREOF, Seller has caused these presents to be executed as of the 18th day of July, 2002.

COMMUNICATION CONCEPTS, INC.

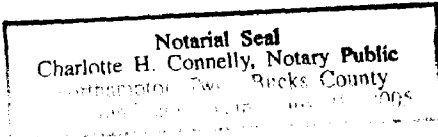
By: [Signature]

Name: Lewis T. Tefteau

Title: Chairman

STATE of Pennsylvania)
County of Bucks) ss:

On this 18th day of July, 2002, Lewis T. Tefteau, a duly authorized officer of Communication Concepts, Inc. personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such entity pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the entity.



[SEAL]

[Signature]
Notary Public

My Commission Expires July 19, 2005

MARKETING COMMUNICATION SYSTEMS, INC.

By: [Signature]

Name: Lewis T. Tefteau

Title: Chairman

[Signatures Continued on Page Three]

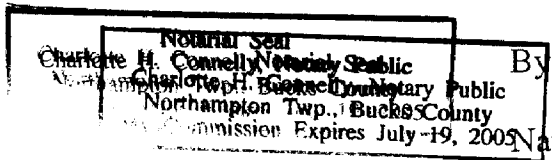
State of Pennsylvania)
County of Bucks) ss:

On this 18th day of July, 2002, Lewis T. Tefteau, a duly authorized officer of Marketing Communication Systems, Inc. personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such entity pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the entity.

Charlotte H. Connelly
Notary Public
My Commission Expires: July 19, 2005

[SEAL]

MAIL-GARD CONCEPTS, INC.



By: [Signature]
Name: Lewis T. Tefteau
Title: Chairman

State of Pennsylvania)
County of Bucks) ss:

On this 18th day of July, 2002, LEWIS T. TEFFEAU, a duly authorized officer of Mail-Gard Concepts, Inc. personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of such entity pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the entity.

Charlotte H. Connelly
Notary Public
My Commission Expires: July 19, 2005

[SEAL]

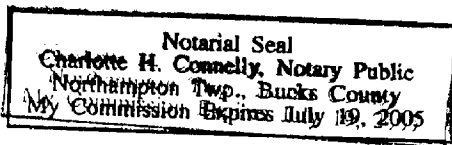


EXHIBIT A

REGISTERED AND PENDING UNITED STATES TRADEMARKS
OWNED BY SELLERS

U.S. Trademarks:

Serial No.	Filed	Mark	Reg. No.	Issued	Owner/ Use Info
76346605	2001-12-07	CC3			Communication Concepts, Inc. Basis: 1(a)
76346604	2001-12-07	CC3			Communication Concepts, Inc. Basis: 1(a)
76213997	2001-02-19	DOCU-GARD			Mail-Gard Concepts, Inc. Basis: 1(b)
76195636	2001-01-17	LASER-GARD			Mail-Gard Concepts, Inc. Basis: 1(b)
76055274	2000-05-24	.CALM			Mail-Gard Concepts, Inc. Basis: 1(b)
76259914	2001-05-21	ON-DEMAND DR			Mail-Gard Concepts, Inc. Basis: 1(a)
74674998	1995-05-17	MAIL-GARD	2002521	1996-09-24	Communications Concepts, Inc. Basis: 1(a)
76167355	2000-11-17	LEAPSUITE			Marketing Communication Systems, Inc. Basis: 1(a)
75507835	1998-06-24	MCS/QUICKFORWARD	2287562	1999-10-19	Marketing Communication Systems, Inc. Basis: 1(a)

US State Trademarks:

State	Serial No.	Filed	Mark	Reg. No.	Issued	Notes:
PA	PA006127	1986-12-01	Marketing Communication Systems Inc.	950350	1986-12-01	Owner: Marketing Communication Systems Inc. Renewed 1996-12-01; To expire: 2006-12-01

Foreign Trademarks:

Country	Serial No.	Filed	Mark	Reg. No.	Issued	Notes:
Canada	1095023	2001-03-06	MAIL-GARD			Owner: Communications Concepts, Inc. Status: Formalized

1(a): In Use

1(b): ITU