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

Tab settings

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

1. Name of conveying party(ies): STG Acquisition Services, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State of Alabama [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: STG Media, LLC Internal Address: Street Address: 1900 South Memorial Parkway City: Huntsville State: AL Zip: 35801 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other AL 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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 09/30/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,475,333 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Frank M. Caprio, Esq. Internal Address: Lanier Ford Shaver & Payne P.C. Street Address: P.O. Box 2087 City: Huntsville State: AL Zip: 35804

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (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. Frank M. Caprio Name of Person Signing [Signature] Signature 15 Oct 02 Date

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

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

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TRADEMARK REEL: 002604 FRAME: 0527

ASSIGNMENT OF TRADEMARK

This Assignment of Trademark Agreement is effective as of the 16th day of March, 1999, by and between STG Acquisition Services, Inc., an Alabama corporation, (“Assignor”), and STG Media, LLC, with principal offices at 1900 South Memorial Parkway, Huntsville, Alabama (“Assignee”).

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of trademark Registration No. 1,475,333 for the mark, WAHR (the “Mark”);

WHEREAS, Assignor acquired the rights to the Mark through a Stock Purchase Agreement, and First Amendment thereto, between Arnold Hornbuckle, WAHR, Inc., and STG Acquisition Services, Inc.;

WHEREAS, since the date of the Stock Purchase Agreement, and First Amendment thereto, Assignee, with Assignor’s consent, has used the mark, WAHR, for radio broadcasting services;

WHEREAS, the mark has been in continuous use for radio broadcasting services since the date of the Stock Purchase Agreement, and First Amendment thereto;

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, past common law causes of action, and the right to recover for past infringements of the Mark;

WHEREAS, the services associated with the Mark, WAHR, are radio broadcasting services, in IC 38;

WHEREAS, in order to ensure the full and effective transfer of all rights in the Mark, the goodwill associated with the Mark, and all past or future common law causes of action related to the

Mark, the parties desire to execute this Assignment of Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, convey, assign, transfer and deliver to Assignee, its successors and assigns, its entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and past common law causes of action.

Assignor represents and warrants that it has not conveyed any rights whatsoever to any third person or entity in and to the Mark.


Assignor agrees to provide Assignee, within thirty (30) days of execution of this Agreement, copies of all papers in the possession or control of Assignor and/or its attorneys, which have been filed with, or received from, the USPTO, with respect to the Mark.


The Commissioner of Patents and Trademarks is requested to make the proper notation of such assignment on the trademark records of the United States of America, as maintained at the USPTO.

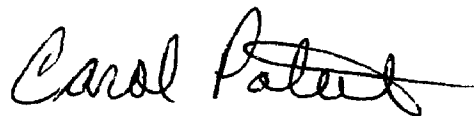
IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement on this 30 day of September, 2002.

STG ACQUISITION SERVICES, INC.

STG MEDIA, LLC

By: 
Its: Steven J. Shelton
President

By: 
Its: Steven J. Shelton
Manager


My Commission Expires 03-25-2006