

10-28-2002



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

RE

102262514

U.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):

Capitol Wire, Inc.

10-18-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 20, 2002

2. Name and address of receiving party(ies)

Name: Press Association, Inc.

Internal

Address: Attn: Director of Business Development

Street Address: 50 Rockefeller Center

City: New York State: NY Zip: 10020

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York 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

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

A: Trademark Application No.(s)

N/A

B: Trademark Registration No.(s) 2526125

2489482

2483868

Additional number(s) attached Yes No

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

Name: John K. Keitt, Jr., Esq.

Internal Address:

JJALLAH2 00000057 2526125

40.00 OP

50.00 OP

Street Address: Dewey Ballantine LLP

1301 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

John K. Keitt, Jr.

Name of Person Signing

Signature

10/18/02

Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002604 FRAME: 0680

10/25/2002 01 FC:8521 02 FC:8522

OFFICE OF PATENT RECORDS FINANCE SECTION 2002 OCT 13 PM 3:02

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS

ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS (the "Assignment") made as of August 20, 2002 by and between Capitol Wire, Inc., a Pennsylvania corporation ("Assignor"), and Press Association, Inc., a New York corporation ("Assignee").

RECITALS:

A. Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of August 20, 2002 (the "Agreement"), pursuant to which Assignor has agreed to transfer, assign and deliver to Assignee all of Assignor's right, title and interest, legal and equitable, in and to the Marks (as defined below) and the goodwill associated therewith.

B. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks and trademarks, and applications and registrations therefor and the goodwill associated therewith, including without limitation the service marks, trademarks and service mark and trademark applications and registrations listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

AGREEMENTS:

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

1. Schedule A sets forth a complete and accurate list of the registrant, registration number and serial number for each of the Marks.

2. Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the associated therewith and which is symbolized thereby, including the right to apply for trademark registration based in whole or in part upon said Marks, and the right to renew the trademark registrations and any trademark registrations which may issue from any applications included in the Marks, and all convention and treaty rights based on the Marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors and assigns, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages by reason of past infringement of said Marks 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.

3. Assignor hereby authorizes the Director of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions to

transfer all of said Marks to Assignee as assignee of Assignor's entire right, title and interest therein and the goodwill associated therewith or otherwise as Assignee may direct, in accordance with this Assignment.

4. Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representative, Assignor's right, title and interest in and to the Marks.

5. Any notice or other communication required or permitted to be given under this Agreement shall be given as provided for in the Purchase Agreement.

6. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the waiver, amendment, or modification is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of the right, power, or remedy. No waiver of any provision, condition or default of this Agreement shall be construed as a waiver of any other provision, condition or default.

7. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

7. This Assignment shall (i) be freely assignable in whole or in part by Assignee, (ii) not otherwise be assignable by a party without the other party's prior written consent, which consent may not be unreasonably withheld and (iii) be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment as of the date first above written.

ASSIGNOR:

CAPITOL WIRE, INC.

By: [Signature]
Name: D. GORDON STRICKLAND
Title: PRESIDENT

State of Pennsylvania
County of Dauphin ss.:

On this 20th day of April, 2002, before me, [Signature],
personally appeared D. Gordon Strickland, President
of Capitol Wire, Inc., personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity and that by
his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

NOTARIAL SEAL
JOY A. MAATMAN, Notary Public
Harrisburg, Dauphin County
My Commission Expires Feb. 28, 2005

ASSIGNEE:

PRESS ASSOCIATION, INC.

By: [Signature]
Name: Patrick T. O'Brien
Title: Vice President

SCHEDULE A

Service Mark	Registrant	Serial Number	Registration Number	Registration Date
Capitol Mailbag	Capitol Wire, Inc.	76080277	2,526,125	1/1/02
Capitolwire	Capitol Wire, Inc.	78010185	2,489,482	9/11/01
Capitolwire.com	Capitol Wire, Inc.	78010199	2,483,868	8/28/01

DEWEY BALLANTINE LLP

1301 AVENUE OF THE AMERICAS
NEW YORK 10019-6092
TEL 212 259-8000 FAX 212 259-6333

DEVON J. GOLDBERG
Staff Attorney
Admitted in California and Nevada Only
212-259-6705
dgoldberg@deweyballantine.com

October 18, 2002

BY EXPRESS MAIL

EL822684428US

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Assignment of Service Marks and Trademarks Recordation
of Capitol Wire, Inc. to Press Association, Inc.

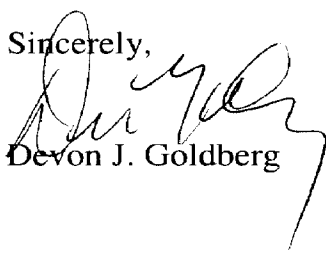
Dear Sir/Madam:

On behalf of Press Association, Inc., enclosed for recordation please find the following:

1. Two copies of the trademark recordation cover sheet giving the particulars of the Assignment of Service Marks and Trademarks to be recorded;
2. The Assignment of Service Marks and Trademarks document;
3. A check in the sum of \$90.00 to cover the recordation fees to cover 3 trademark registrations; and
4. A pre-addressed, stamped postcard.

Kindly stamp the postcard with acknowledgement of receipt of these documents and return it to me. Please then record the enclosed document and issue an Notice of Recordation. If you have any questions, please do not hesitate to contact me at (212) 259-6705.

Sincerely,


Devon J. Goldberg

Enclosures
copies to John K. Keitt, Jr., Esq.
Neil C. Berman, Esq.

NEW YORK WASHINGTON LOS ANGELES LONDON HONG KONG BUDAPEST PRAGUE WARSAW

TRADEMARK
REEL: 002604 FRAME: 0685

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings ⇨ ⇨ ⇨

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- Limited Partnership
- Corporation-State Pennsylvania
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- Association _____
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- Other _____

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OFFICE OF PATENT RECORDS
2002 OCT 18 PM 3:03
FINANCE SECTION

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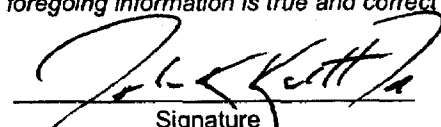
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