

11-14-2002



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies):

HUGHES COMMUNICATIONS, INC., ILLINOIS CORP.

10.23.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: JULY 3, 2002

2. Name and address of receiving party(ies)

Name: DOUGLAS PUBLICATIONS, INC.

Internal Address: OCT 23 2002

Street Address: 2807 N. PARHAM RD., STE. 200

City: RICHMOND State: VA Zip: 23294

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

B. Trademark Registration No.(s) 1732219

Additional number(s) attached Yes No

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

Name: R. JOEL ANKNEY, ESQ.

Internal Address: TROUTMAN SANDERS LLP

Street Address: 4425 CORPORATION LN., STE. 420

City: VIRGINIA BEACH State: VA Zip: 23462

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:

DO NOT USE THIS SPACE

9. Signature.

R. JOEL ANKNEY, ESQ. Name of Person Signing

R. Joel Ankney Signature

OCTOBER 22, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

11/14/2002 LNUELLER 00000052 1732219

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

01 FC:8521

40.00 DP

TRADEMARK REEL: 2615 FRAME: 0857

Secured Party Bill Of Sale

This SECURED PARTY BILL OF SALE is made this 3rd day of July, 2002, by American National Bank and Trust Company of Chicago, a national banking association with its principal offices in Chicago, Illinois, as secured party, ("Seller") to Douglas Publications, Inc. ("Buyer").

WITNESSETH:

WHEREAS, Seller has a properly perfected security interest in personal property of Hughes Communication, Inc. ("Debtor"), including but not limited to the property described on Exhibit A hereto (the "Property"); and

WHEREAS, the indebtedness secured by the Property is in default, and Seller has the right to foreclose upon and sell said Property pursuant to Section 9- 610 of the Uniform Commercial Code; and

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, the Property pursuant to this Bill of Sale.

NOW, THEREFORE, in consideration of the foregoing and the payment of One Hundred Fifty-One Thousand Three Hundred Fifty Dollars (\$151,350) (the "Purchase Price"), the receipt and sufficiency of which are hereby acknowledged, and pursuant to Sections 9-610 and 9-617 of the Uniform Commercial Code, Seller does hereby grant, bargain, sell, assign, transfer and convey unto Buyer, its successors and assigns, all right, title and interest of Debtor in and to the Property described on Exhibit A hereto, upon and subject to the terms described herein.

SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE PROPERTY; THE CONDITION, DESIGN, OR QUALITY OF THE PROPERTY; THE FITNESS OF THE PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PROPERTY OR THE CONFORMITY OF THE PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS MADE NO

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REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE PROPERTY.

SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE PROPERTY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE PROPERTY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE PROPERTY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM SELLER'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT OR THE PROPERTY. BUYER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES (INCLUDING LEGAL EXPENSES AND ATTORNEY FEES), DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY SELLER, BUYER, OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE, PERFORMANCE, LEASE OR PURCHASE OF THE PROPERTY, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

Buyer acknowledges that Seller has made no representation or warranty concerning the location of the Property nor whether all of the Property is in existence or operational. BUYER PURCHASES THE PROPERTY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Buyer accepts the Property subject to the terms of this Bill of Sale.

Buyer agrees to be responsible for all taxes, liens, charges, and encumbrances that are now existing or hereafter are incurred, assessed, or imposed on the Property or as a result of the ownership or sale of the Property. Buyer hereby agrees to hold Seller harmless from and against

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any and all taxes, liens, charges and encumbrances that are now existing or are hereafter incurred, assessed or imposed on the Property or as a result of the ownership of the Property.

IN WITNESS WHEREOF, Seller has executed this instrument on the date first above written.

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: 
Title: First Vice President

AGREED TO:

DOUGLAS PUBLICATIONS, INCL

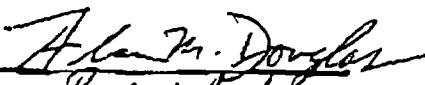
By: 
Title: President

EXHIBIT A

All of the personal property of Hughes Communication, Inc. other than accounts receivable, including, without limitation, the following: chattel paper; tax refunds; contract rights; leases; leasehold interests; letters of credit; instruments; documents; documents of title; patents; copyrights; trademarks; tradenames; licenses; goodwill; beneficial interests; and general intangibles; goods, including without limitation all consumer goods, equipment, farm products, fixtures and inventory and goods giving rise to accounts; all books and records and computer records in any way relating to the assets described herein; all accessions to the foregoing; all substitutions renewals improvements and replacements of and additions to the foregoing and all products and proceeds of the foregoing (the "Property").

TROUTMAN SANDERS LLP

A T T O R N E Y S A T L A W
A LIMITED LIABILITY PARTNERSHIP

PEMBROKE COMMERCIAL BUILDING
4425 CORPORATION LANE, SUITE 420
P.O. BOX 61185
VIRGINIA BEACH, VIRGINIA 23466-1185
www.troutmansanders.com
TELEPHONE: 757-687-7500
FACSIMILE: 757-687-7510

R. Joel Ankney
joel.ankney@troutmansanders.com

Direct Dial: 757-687-7506
Direct Fax: 757-687-7510

October 22, 2002

BY U.S. POST OFFICE EXPRESS MAIL -- EXPRESS MAIL NO.: EE013096501US

Assistant Commissioner for Trademarks
BOX ASSIGNMENTS
2900 Crystal Drive
Arlington, Virginia 22202-3513

RE: Recordation of Assignments

Dear Sir or Madam:

Enclosed are the following documents for recordation in the U.S. Patent & Trademark Office:

- A. For U.S. Trademark Registration No. 2356532, COMPLIANCE MAGAZINE:
1. One (1) signed copy of a completed Recordation Form Cover Sheet;
 2. One (1) copy of the Assignment of Trademarks from IHS Publishing Group, Inc., a Delaware corporation, to Douglas Publications, Inc., a Virginia corporation, dated as of November 17, 1999; and
 3. Check no. 4125 made payable to the Commissioner of Patents and Trademarks in the amount of \$40.00 to cover the associated recordation fee.
- B. For U.S. Trademark Registration No. 1732219, SALES AND MARKETING STRATEGIES & NEWS (STYLIZED):
1. One (1) signed copy of a completed Recordation Form Cover Sheet;
 2. One (1) copy of the Secured Party Bill of Sale between American National Bank and Trust Company of Chicago and Douglas Publications, Inc., dated as of July 3, 2002; and

Assistant Commissioner for Trademarks

October 22, 2002

Page 2

3. Check no. 4126 made payable to the Commissioner of Patents and Trademarks in the amount of \$40.00 to cover the associated recordation fee.
- C. For U.S. Trademark Registration Nos. 1404013, ROBOTICS WORLD, and 1404010, ROBOTICS WORLD (STYLIZED):
1. One (1) signed copy of a completed Recordation Form Cover Sheet;
 2. One (1) copy of the Assignment from Argus Asset Management, Inc., a Delaware corporation, to Douglas Publications, Inc., dated as of April 17, 1995; and
 3. Check no. 4024 made payable to the Commissioner of Patents and Trademarks in the amount of \$65.00 to cover the associated recordation fee.
- D. For U.S. Trademark Registration No. 0772860, AMERICAN PAINTING CONTRACTOR (STYLIZED):
1. One (1) signed copy of a completed Recordation Form Cover Sheet;
 2. One (1) copy of the Asset Purchase Agreement between The American Paint Journal Company, a Missouri corporation, and Douglas Publications, Inc., dated as of November 18, 1995; and
 3. Check no. 4023 made payable to the Commissioner of Patents and Trademarks in the amount of \$40.00 to cover the associated recordation fee.

If any additional or deficient fees are deemed to be payable, please charge our Deposit Account No. 20-1507.

Because this law firm represents the trademark owner in this matter, I ask that any written or telephone inquiries concerning this request be made to me rather than to the trademark owner.

Assistant Commissioner for Trademarks

October 22, 2002

Page 3

Sincerely,


R. Joel Ankney

Enclosures

cc: Mr. James Jones (w/encls.)
Kevin M. Murtagh, Esq. (w/encls.)
Fred W. Palmore, III, Esq. (w/encls.)

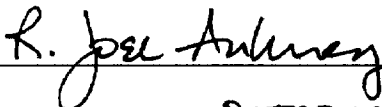
CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

Express Mail Mailing Label No.: EE013096501US

Date of Deposit: OCTOBER 22, 2002

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to Assistant Commissioner for Trademark, BOX ASSIGNMENTS, 2900 Crystal Drive, Arlington, Virginia 22202-3513

ATTORNEY NAME: R. Joel Ankney



Date of Signature: OCTOBER 22, 2002