

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Specialty Publishing, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Mercor Media, Inc.

Internal

Address:

Street Address: 154 W. Hubbard St., Suite 300

City: Chicago State: IL Zip: 60610

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

3. Nature of conveyance:

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

Execution Date: 08/18/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,198,325

Additional number(s) attached Yes No

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

Name: Stacy P. Chronopoulos

Internal Address: Pedersen & Houpt

Street Address: 161 North Clark Street

Suite 3100

City: Chicago State: IL Zip: 60601

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:

500276

DO NOT USE THIS SPACE

9. Signature.

Stacy P. Chronopoulos

Name of Person Signing


Signature

9/4/03
Date

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

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

CH \$40.00 500276 2198325

EXHIBIT E**ASSIGNMENT OF TRADEMARK**

THIS AGREEMENT, made this 18th day of August, 2003 by and between Specialty Publishing, Inc., a Kentucky corporation (hereinafter collectively, "Assignor") and Mercor Media, Inc., a Delaware corporation (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark, and in and to Federal Registration No. 2,198,32 for the mark THE ASPHALT CONTRACTOR, registered on October 20, 1998 (hereinafter collectively called the "Trademark");

WHEREAS, Assignor desires to transfer to Assignee the entire ownership of the Trademark together with the good will of the business symbolized by said Trademark;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the parties agree as follows:

(1) Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, throughout the United States and in all foreign countries: (a) all right, title and interest in and to the Trademark, including all existing and future registrations of such Trademark and all renewals thereof; (b) the good will of Assignor's business in connection with which the Trademark is used and which is symbolized by said Trademark; (c) the right to claim all benefits and priority rights under any applicable convention; (d) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademark, including, without limitation, payments under all licenses entered into in connection with the Trademark and all damages and payments for past and future infringements; (d) the right to sue for past, present and future infringements of the Trademark; and (e) all other rights and benefits corresponding to the Trademark.

(2) Assignor covenants to execute and deliver to Assignee such further instruments of conveyance, transfer and confirmation, assist the Assignee in the prosecution of any Trademark, and vesting in Assignee exclusive title to the same, including executing and delivering to Assignee any papers which may be requested by Assignee to carry out the terms of this Assignment and take such other action as Assignee may reasonably request from time to time on or after the date hereof, without further consideration and upon request of Assignee, in order to more effectively convey and transfer to Assignee the Trademark, together with the goodwill of the business symbolized by said trademarks, and that portion of the business of Assignor to which the trademarks pertain, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said Trademark.

- (3) Assignor does hereby authorize and request the United States Commissioner of Patents and Trademarks to record this Assignment in the United States Patent and Trademark Office and to issue any and all registrations that may be granted pursuant to this Assignment to Assignee.
- (4) Nothing expressed or implied herein is intended to confer upon any person, other than Assignor and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademarks Assignment. This Trademarks Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- (5) This Trademarks Assignment may not be amended or modified, except by an instrument in writing signed by the Assignor and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor intends to be legally bound as of the date first written above.

ASSIGNOR:
SPECIALTY PUBLISHING, INC.

By: Leonard Loesch

Name: Leonard Loesch

Title: Sec./Treas.

STATE OF Kentucky)
COUNTY OF Jefferson)

I, Michael R Mercer, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Leonard Loesch, the SECRETARY-TREASURER of Specialty Publishing, Inc. is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument as the free and voluntary act of Leonard Loesch, the SECRETARY-TREASURER of Specialty Publishing, Inc. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of AUGUST 2003.

Notary Public
Michael R Mercer
KY STATE AT LARGE
My Commission Expires: 01-18-2007