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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.

<p>1. Name of conveying party(ies): Thomson Information, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Cass Communications, Inc. Internal Address: _____ Street Address: 1800 Sherman Pl. City: Evanston State: IL Zip: 60201-3769</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Illinois <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: 8/20/98</p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 1,483,059</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jeffrey Kosc Internal Address: _____ Wildman, Harold, Allen & Dixon Street Address: 225 West Wacker Drive City: Chicago State: IL Zip: 60608-1229</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: 232126</p>
<p>9. Signature. Name of Person Signing: Jeffrey Kosc Signature: <i>Jeffrey Kosc</i> Date: 10/17/02</p> <p>DO NOT USE THIS SPACE</p> <p>Total number of pages including cover sheet, attachments, and documents: 4</p>	

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
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INTELLECTUAL PROPERTY ASSETS ASSIGNMENT

WHEREAS, Thomson Information Inc., having its office at c/o Peterson's, 202 Carnegie Center, Princeton, New Jersey 08540 ("Seller") is the owner of certain intellectual and other property, together with the rights therein, used in connection with the Business, which is listed on the attached Schedules which are made a part hereof (the "Intellectual Property"); and,

WHEREAS, Cass Communications, Inc., a corporation organized and existing under the laws of the State of Illinois, having an address at 1800 Sherman Place, Evanston, Illinois 60201-3769 ("Buyer"), is desirous of acquiring said Intellectual Property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Assets Purchase Agreement, dated the date hereof, between Seller and Buyer (the "Purchase Agreement")

NOW, THEREFORE, effective August 20, 1998, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller assigns to Buyer, all of its right, title and interest in each of the following:

(i) The domain names "Careertech.com", "minoritymba.com", "blackmba.com" and "graduatingengineer.com" and the URL "www.careertech.com" with all associated HTML, files, scripts and graphics (the "Website") and all proprietary content prepared exclusively for use on the Website, but excluding all rights to link to other sites, technology or content of Seller;

(ii) all lists of advertisers and/or ad agencies, recipients, suppliers and prospects, and all other lists, files and marketing and promotion materials used exclusively in the Business, including without limitation, all data files contained in Seller's resume distribution system and magazine distribution system;

(iii) subject to the final paragraph of this Assignment, including, without limitation, as listed in Schedule 1.1(v), all copyrights, tradenames, trademarks, and service marks related exclusively to the Publications or the Website, whether registered or unregistered, including, without limitation, the exclusive rights to the names of the Publications and Website and, any registrations and applications therefore and all goodwill associated therewith (collectively, "Intellectual Property");

(iv) subject to the final paragraph of this Assignment, including, without limitation, as listed on Schedule 1.1(vi), all trade secrets, proprietary information, software and computer programs and source codes, object codes, HTML code, scripts, systems documentation and user manuals used exclusively in the Business (collectively, "Technology");

(v) all other assets, properties, and rights of every kind (other than the assets described in the final paragraph of this Assignment) used exclusively in the Business by Seller on the Closing Date, known or unknown, fixed or unfixd, choate or inchoate, accrued, absolute, contingent or otherwise, whether or not specifically referred to in this Assignment; and

(vi) all of the goodwill of the Seller relating to the Business.

Anything in this Assignment to the contrary notwithstanding, there shall be excluded from the assets, properties, rights and business to be transferred to the Buyer hereunder (a) all names, trademarks, service marks, or logos containing "Peterson's" or "Thomson" (subject to the limited license to use the name "Peterson's Magazine Group" in accordance with Section 7.8 of the Purchase Agreement), (b) any and all trade secrets, proprietary information, software and computer programs and source codes, object codes, systems documentation and user manuals related to Seller's revenue tracking system, resume distribution system and magazine distribution system for the Business, (c) all databases, business, technology or other assets linked from the Website to Seller's other sites, (d) except as set forth in Schedule 1.1(xi) to the Purchase Agreement, all off-the-shelf non-customized software, including without limitation, Perl and (e) any other assets or agreements not used exclusively in the Business (collectively, the "Excluded Assets").

THOMSON INFORMATION INC.

By: *Mary Satzer*
 Title: *CFO*

CASS COMMUNICATIONS, INC.

By: *William J. ...*
 Title: *President*

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Schedule 1.1 (v) Intellectual Property

Copyrights

All publications listed in Schedule 1.1 (i)
Graduating Engineer January through April issues
registration date 4/14/98 attached

Trademarks

Engineering Horizons	#1,699,053	7/ 7/92
Graduating Engineer	#1,493,059	6/21/88

Domain Names

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