

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Third Coast Media, LP	Third Coast Media, LLC	10/01/2003	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA	
Name:	The Reynolds and Reynolds Company
Street Address:	One Reynolds Way
City:	Kettering
State/Country:	OHIO
Postal Code:	45430
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	2665973	CARCLIENT
Registration Number:	2461812	CARCLIENT.COM
Registration Number:	2665972	LEADCLIENT
Registration Number:	2733750	MYFREEWAY.COM
Registration Number:	2570879	THIRD COAST MEDIA
Registration Number:	2751921	WEBMAKERX

CORRESPONDENCE DATA	
Fax Number:	(415)442-0856
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-777-3999
Email:	tmdocket@steinhart.com
Correspondent Name:	Kimberly G. Russell
Address Line 1:	333 Market Street
Address Line 2:	Suite 3200
Address Line 4:	San Francisco, CALIFORNIA 94105-2150

CH \$165.00 2665973

ATTORNEY DOCKET NUMBER:

74160-8005

NAME OF SUBMITTER:

Kimberly G. Russell

Total Attachments: 2

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 1st day of October, 2003, by THIRD COAST MEDIA, LP, a Texas limited partnership ("Assignor"), to THE REYNOLDS AND REYNOLDS COMPANY, an Ohio corporation ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of the 1st day of October, 2003 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

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, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names (all of the foregoing being referred to herein as the "Marks"), including without limitation the following:

<u>Trademark</u>	<u>Registration Number</u>
CarClient	2,665,973
CarClient.com	2,461,812
LeadClient	2,665,972
MyFreeway.com	2,733,750
Third Coast Media	2,570,879
WebMakerX	2,751,921

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark at law and in equity, whether arising prior to or subsequent to the

date of this Assignment of Servicemarks and Trademark, and to recover damages for past and future infringements, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made. Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and assist Assignee in the defense of Assignee's ownership of the Marks that are reasonably requested by Assignee from time to time.

EXCEPT TO THE EXTENT THAT FEDERAL LAW PREEMPTS STATE LAW WITH RESPECT TO THE MATTERS COVERED HEREBY, THIS ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service marks and Trademarks as of the date first above written.

THIRD COAST MEDIA, LP

By: TCM General, LLC

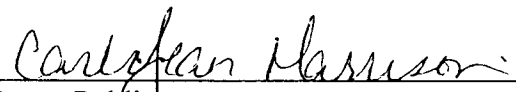
By: 

Name: Stuart Lloyd, CEO of TCM General, LLC, its General Partner

Title:

On this 2nd day of September, 2003, before me personally appeared Stuart Lloyd known to me to be the individual aforesaid who duly acknowledged the signing of the foregoing instrument as a voluntary act on behalf of the identified entity with authority to do so.




Notary Public

My Commission Expires: January 31, 2005