

07-31-2003



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

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102513546

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

1. Name of conveying party(ies):

Story Reader, Inc.

7.14.03

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: May 9, 2003

2. Name and address of receiving party(ies)

Name: PIL, L.L.C.

Internal Address: \_\_\_\_\_

Street Address: 7373 North Cicero Avenue

City: Lincolnwood State: IL Zip: 60646

- 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

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

A. Trademark Application No.(s)

78/115314

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Lerner, David, Littenberg, Krumholz & Mentlik, LLP

Internal Address: \_\_\_\_\_

07/30/2003 6TOM11 00000214 121095 78115314

01 FC:8521 40.00 DA

Street Address: 600 South Avenue West

City: Westfield State: NJ Zip: 07090

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:

12-1095

07-14-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #40

(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 P. Maldjian

Name of Person Signing

Signature

July 10, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

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

**TRADEMARK**  
**REEL: 002790 FRAME: 0655**

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of May 9, 2003 ("Trademark Assignment"), is between Story Reader, Inc., a Texas Corporation and Jin K. Song, individually (collectively "Assignors"), and PIL, L.L.C. a Delaware corporation ("Assignee"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined in *Recital A* below).

### RECITALS

A. Concurrent herewith Assignors and Assignee are entering into that certain Asset Purchase Agreement dated May 9, 2003 (the "Asset Purchase Agreement") relating to the purchase and sale of Purchased Assets.

B. This Assignment is being executed and delivered pursuant to the Asset Purchase Agreement whereby the Assignors are assigning all of their right, title, and interest in and to any and all registered, non-registered (common law), and pending applications for registration of all trademarks, service marks, trade names, logos and any other symbols or designations in the United States and all Other Nations (as both such terms are defined in Section 1 below) that constitute the Purchased Assets, including, without limitation, those set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, "Purchased Trademark Assets").

### CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignors specifically acknowledge, Assignors assign, transfer and sell the Purchased Trademark Assets to Assignee and the parties further agree as follows:

1. **Governmental Authority Definitions.** For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term "United States" will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term "Other Nations" will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term "Supra-National Authority" will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term "Governmental Authority" will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Purchased Trademark Assets.** Through this instrument and effective as of the Closing, Assignee purchases and Assignors transfer, assign and convey to Assignee, all of the Purchased Trademark Assets, including, without limitation, all goodwill associated with the Purchased Trademark Assets in the United States and all Other Nations. All of the Purchased Trademark Assets shall be conveyed to Assignee on the Closing free and clear of all liens, titles, claims, encumbrances, charges, security interests or other interests of any nature or type or other restrictions whatsoever.

3. **Grant of Rights to Purchased Trademark Assets.** Assignors grant, convey, transfer, alienate and assign to Assignee, for and throughout the United States and all Other Nations, Assignors' right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Trademark Assets, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Purchased Trademark Assets.

4. **No Retained Rights.** The parties specifically agree that Assignors are not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Trademark Assets, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Trademark Assets, whether currently existing or arising or recognized in the future to Assignee. Assignors further acknowledge and agree that the Purchased Trademark Assets constitute the sole and exclusive property of Assignee.

5. **Further Instruments.** Assignors shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Purchased Trademark Assets as set forth in this Trademark Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Trademark Assignment in any public office or Governmental Authority, or otherwise to give notice or evidence of Assignee's exclusive rights to the Purchased Trademark Assets and all claims or rights thereunder.

6. **Authorization.** In addition to the representations and warranties of the Assignors set forth in Section 4 of the Asset Purchase Agreement and subject to Section 9.2 of the Asset Purchase Agreement, Assignors represent and warrant that they have full power and authority: (i) to enter into this Trademark Assignment; (ii) to grant to Assignee all rights in and to the Purchased Trademark Assets; and (iii) to perform all of its obligations under this Trademark Assignment. Assignors further represent and warrant that they have taken all corporate actions necessary to authorize the preceding.

7. **Notices.** All notices concerning this Trademark Assignment shall be given in writing in accordance with the Asset Purchase Agreement.

8. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignors as well as their respective successors. The terms of this Trademark Assignment shall govern if there is any conflict between this Trademark Assignment and any other written instrument which concerns or affects the subject matter of this Trademark Assignment.

9. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.

10. **Applicable Law.** The laws of the state of Illinois (without regard to its conflicts of law principles) will govern all aspects of this Trademark Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Trademark Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Trademark Assignment shall be valid if made in accordance with the notice provisions set forth in Section 7 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

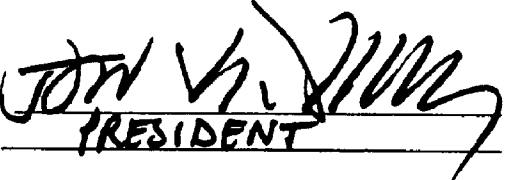
11. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

12. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

ASSIGNOR:

STORY READER, INC.,  
a Texas corporation

By:   
Its: PRESIDENT

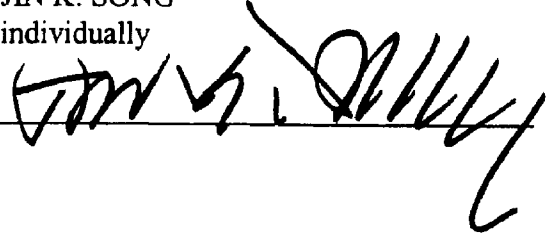
ASSIGNEE:

PIL, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNOR:

JIN K. SONG  
individually



10. **Applicable Law.** The laws of the state of Illinois (without regard to its conflicts of law principles) will govern all aspects of this Trademark Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Trademark Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Trademark Assignment shall be valid if made in accordance with the notice provisions set forth in Section 7 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

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IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

**ASSIGNOR:**

STORY READER, INC.,  
a Texas corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNOR:**

JIN K. SONG  
individually

\_\_\_\_\_

**ASSIGNEE:**

PIL, L.L.C.,  
a Delaware limited liability company

By: Richard A. Maddell  
Its: President

**EXHIBIT "A"**

**TRADEMARKS**

**STORY READER**

**USPTO Application 78/115,314**