

10-17-2003

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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Docket: T/51-42

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

1. Name of conveying party(ies): PL HOLDINGS, LLC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company (DE)

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: November 14, 2001

2. Name and address of receiving party(ies)

Name: PAPERLOOP.COM, INC.

Internal Address:

Street Address: 55 Hawthorne Street, Suite 600

City: San Francisco State: CA Zip: 94105

- 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) 76/095,508

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: Philip M. Weiss

Internal Address: WEISS & WEISS

Street Address: 310 Old Country Road

City: Garden City State: New York Zip: 11530

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Philip M. Weiss

Signature

September 17, 2003

Name of Person Signing

Signature

Date

10/16/2003 LWJELLER 00000156 76095508

Total number of pages including cover sheet, attachments, and document: 8

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



09-22-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

TRADEMARK REEL: 002845 FRAME: 0402

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment Agreement") is effective as of October 13, 2000 or, with respect to any assignment contemplated herein, as of the earliest possible date thereafter on which such assignment could have been made, and is between PL Holdings LLC, a Delaware limited liability company (the "Assignor"), and Paperloop.com, Inc., a Delaware corporation (the "Assignee").

All capitalized terms used herein and not defined shall have the meanings given to them in the Joint Venture Agreement (the "Joint Venture Agreement") dated August 22, 2000 and by and among the Assignor, the Assignee, Miller Freeman, Inc., a Delaware corporation ("MFI"), and Pegasus Partners II, L.P., a Delaware limited partnership, as amended by the Amendment to Joint Venture Agreement and Intercompany Agreement dated October 13, 2000 and by and among the parties to the Joint Venture Agreement, Nonwovens.com, Inc., a Delaware corporation, and Woodloop.com, Inc., a Delaware corporation.

BACKGROUND

WHEREAS, MFI converted into Miller Freeman LLC, a Delaware limited liability company ("MFI LLC"), effective March 30, 2001 at 10:00 p.m., and MFI LLC merged with and into CMP Media LLC, a Delaware limited liability company ("CMP Media"), effective March 30, 2001 at 11:00 p.m.;

WHEREAS, the Assignor owns all the trademarks, and applications therefore, identified in Schedule A attached hereto (the "Trademarks") pursuant to a trademark assignment agreement, effective as of October 13, 2000, between CMP Media and the Assignor, under which CMP Media, as the successor in interest to MFI, transferred to the Assignor all of its worldwide right, title and interest in and to the Trademarks, including the goodwill symbolized thereby; and

WHEREAS, pursuant to the terms and conditions of the Joint Venture Agreement, as amended, and as part of the Contributed Assets to be transferred and sold to the Assignee thereunder, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to assume from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, whether registered or at common law, and the United States and foreign trademark applications and trademark registrations therefor, together with the goodwill of the business in which the Trademarks are used and symbolized by the Trademarks.

NOW THEREFORE, to effect such transactions and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

TERMS

Section 1. Assignment. Pursuant to the Joint Venture Agreement, as amended, and on the same terms and conditions stated therein, the Assignor hereby sells, conveys, transfers, and assigns to the Assignee its entire right, title and interest in and to the Trademarks and the use of such Trademarks, including without limitation all goodwill symbolized by the Trademarks, all extensions and renewals of the foregoing, the right to sue for past, present and future infringement thereof and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding thereto throughout the world. With respect to the Trademarks for which registration is being sought in the U.S. under the intent to use provision of the Trademark Act (15 U.S.C. §1051(b)), it is expressly acknowledged that the Assignor is assigning those Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

Section 2. Authorization for Transfer. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, anywhere in the world, to issue or transfer all of the Trademarks, and the Assignor's entire right, title and interest therein, as the Assignee may direct, in accordance with this Trademark Assignment Agreement.

Section 3. Rights Cumulative; Conflict with Joint Venture Agreement. The rights and remedies of the Assignee and the duties and obligations of the Assignor hereunder shall be cumulative and in addition to the rights and remedies of the Assignee and the duties and obligations of the Assignor under the Joint Venture Agreement, as amended. Nothing herein shall be deemed to limit the rights and remedies of the Assignee and the duties and obligations of the Assignor under the Joint Venture Agreement, as amended, and, to the extent of any conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Joint Venture Agreement, as amended, the terms and conditions of the Joint Venture Agreement, as amended, shall govern, supersede and prevail. Notwithstanding anything to the contrary herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Assignor and the Assignee contained in the Joint Venture Agreement, as amended, or the survival thereof.

Section 4. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Trademark Assignment Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment Agreement to be executed this 17th day of October, 2001.


PL HOLDINGS LLC

By: *Anne W. Gurnsey*
Name: *Anne W. Gurnsey*
Title: *Secretary*

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument has been executed and acknowledged before me this 17th day of October, 2001, by Anne W. Gurnsey, the Secretary of PL Holdings LLC, a Delaware limited liability company, on behalf of said company.

Michelle Scheiner
Notary Public

(Seal) 

Date: October 17th, 2001
Witness: Ann Marie Fowler
Name: Ann Marie Fowler
Title: Asst. Corporate Secretary
Address: 210 South St
New York, NY 10039
Nationality: American

Date: October 17th, 2001
Witness: Keri Pinzone
Name: Keri Pinzone
Title: Fed. Tax Manager
Address: 810 Seventh Ave
NY, NY 10019
Nationality: American

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On October 17th, 2001 before me, the undersigned Notary Public, personally appeared Ann Marie Fowler, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

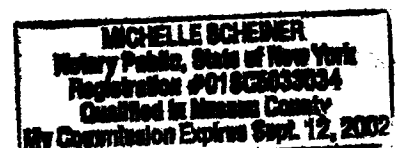
On October 17th, 2001 before me, the undersigned Notary Public, personally appeared Keri Pinzone, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Witness my hand and official seal.

Michelle Scheiner
Signature of Notary Public

Michelle Scheiner
Signature of Notary Public



(Seal)

(Seal)

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed and accepted by the Assignee this 14th day of November, 2001.

PAPERLOOP.COM, INC.

By: [Signature]
Name: Raymond Yee
Title: Corporate Secretary / CFO

STATE OF California)
) ss.
COUNTY OF San Francisco)

This instrument has been executed and acknowledged before me this 14th day of November, 2001, by Raymond Yee, the CFO of Paperloop.com, Inc., a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public

(Seal)



Date: November 14, 2001

Witness: [Signature]

Name: James Retzlaff

Title: Controller

Address: 26 Balboa Ct

Novato, CA 94949

Nationality: USA

STATE OF California)
) ss.

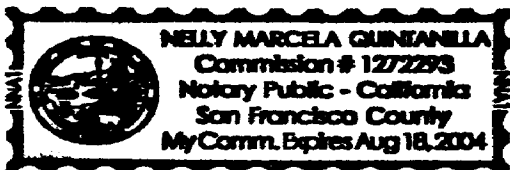
COUNTY OF San Francisco)

On November 14, 2001 before me, the undersigned Notary Public, personally appeared James Retzlaff, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~^{she} executed the same in ~~his~~^{her} authorized capacity, and that by ~~his~~^{her} signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Signature of Notary Public

(Seal)



Date: Nov. 14, 2001

Witness: [Signature]

Name: Larry D. Smith

Title: VP Human Resources

Address: 2612 Bayfront Ct

Richmond, CA 94804

Nationality: USA

STATE OF California)
) ss.

COUNTY OF San Francisco)

On November, 2001 before me, the undersigned Notary Public, personally appeared Larry D. Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~^{she} executed the same in ~~his~~^{her} authorized capacity, and that by ~~his~~^{her} signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Signature of Notary Public

(Seal)



SCHEDULE A
TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
CMM . . . THE SHOW OF THE CENTURY	United States	76/042,680
FLEXCORR	China	2000127304
FLEXCORR	European Union	2,041,549
FLEXCORR	Singapore	T00/218591
FLEXCORR	Taiwan	89042871
FLEXCORR	United States	76/095,508
FLEXOASIA	United States	76/215,024
PAPERBOX WORLD	United States	76/164,878