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11-05-2003

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



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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.

1. Name of conveying party(ies): MediaAmerica, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State New York Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Jones Media Networks, Ltd. Internal (fka Jones International Networks, Ltd.) Address: 9697 E. Mineral Avenue City: Englewood State: CO Zip: 80112 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Colorado 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 Merger Security Agreement Change of Name Other Execution Date: July 10, 1998

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,517,399 and 2,240,394 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lorri Ellis Internal Address: Street Address: 9697 E. Mineral Avenue City: Englewood State: CO Zip: 80112

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 65.00 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. Lorri Ellis Name of Person Signing Signature Date October 28, 2003 Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002856 FRAME: 0523

**GENERAL ASSIGNMENT, BILL OF SALE
AND ASSUMPTION AGREEMENT**

This GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT is made this 10th day of July, 1998, by and between MediaAmerica, Inc., a New York corporation ("Seller") and Jones International Networks, Ltd., a Colorado corporation ("Buyer").

RECITAL

A. Pursuant to a certain Agreement dated as of June 2, 1998 (the "Exchange Agreement"), Seller has agreed to sell, convey, assign, transfer and deliver to Buyer all of Seller's right, title and interest in, to and under the Assets (as defined below).

B. Pursuant to the Exchange Agreement, Buyer has agreed to assume certain liabilities.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties provide and agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Exchange Agreement.

2. **Transfer of Assets.** (i) For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns forever all of Seller's right, title and interest in, to and all of the assets and properties of Seller (other than the Excluded Assets), whether real, personal, tangible or intangible (the "Assets"). The Assets include, without limitation, the following:

(a) All cash, cash equivalents, accounts receivable, prepaid expenses, loans receivable, investments of all kinds and descriptions, security deposits and government securities;

(b) All contracts, contract rights, programming agreements, radio affiliate agreements, agreements to provide services to third parties and all other agreements and arrangements, whether similar or dissimilar;

(c) All customer, advertiser and radio station affiliate lists;

(d) All furniture, fixtures, leasehold improvements, computer hardware and computer software;

(e) All interests in and to any real property, including any leasehold interests;

- (f) All Intellectual Property Rights and goodwill;
- (g) All files, data, books and records related to or with respect to the Assets; and
- (h) All rights in and to the names "MediaAmerica" and "MediaAmerica, Inc." and any derivations from or variations thereof.

(ii) Notwithstanding the foregoing, Seller shall not sell or assign to Buyer, and Buyer shall not purchase or accept assignment from Seller of, the following properties and assets of Seller, which are hereby retained by Seller and are expressly excluded from the transfer of the Assets (collectively, the "Excluded Assets"):

- (a) Any and all contracts, plans, contributions, funds or trusts arising out of or related to any pension plan, deferred compensation plan, profit sharing plan, 401(k) plan or other employee benefit plan or arrangement;
- (b) Any loans receivable from PDG and from the Shareholders;
- (c) Any income tax refund of any kind, nature or description;
- (d) Minute books and stock ledger books;
- (e) Any payment, refund, recovery, receivable or insurance proceeds related to Excluded Liabilities or Excluded Assets;
- (f) Any litigation settlement proceeds or litigation expense reimbursements; and
- (g) Any insurance policies.

3. **Assumption of Liabilities.** Buyer hereby assumes and undertakes to pay, discharge and perform when due, in accordance with the Exchange Agreement, all of the liabilities and obligations of Seller to be performed after the date hereof which are (or in the case of (b), below, were):

- (a) Disclosed or included in the Latest MAI Financial Statements of Seller delivered to Buyer pursuant to Section 2(c) of the Exchange Agreement;
- (b) Incurred in the ordinary course of business since March 31, 1998;
- (c) Listed in a Schedule to the Exchange Agreement (unless excluded as an Excluded Liability); and

(d) Contracts or liabilities not required to be scheduled in the Exchange Agreement because they fall below the threshold disclosure level prescribed for the relevant Schedule;

provided, however, that Buyer shall not assume or be liable for, and Seller shall retain and remain responsible for, all unknown and all contingent liabilities of Seller and all liabilities and obligations which are specifically excluded from assumption by the terms of the Exchange Agreement, including the Excluded Liabilities.

Notwithstanding the foregoing, the parties hereto agree that if litigation against Seller or Buyer is brought by or against a third party (other than PDG) with which Seller has an agreement and such litigation arises out of the treatment of such agreement (either as transferred to Buyer or subject to the Management Agreement) pursuant to the terms of the Exchange Agreement, the expenses and costs of such litigation, and any damages related thereto (and recoveries therefrom), shall be shared equally by Seller on the one hand and Buyer on the other.

4. **Effective Date.** This General Assignment, Bill of Sale and Assumption Agreement shall be deemed to have taken effect on July 10, 1993.

5. **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the parties have executed and delivered this General Assignment, Bill of Sale and Assumption Agreement as of the date first referenced above.

SELLER:

BUYER:

MEDIAAMERICA, INC.,
a New York corporation

JONES INTERNATIONAL NETWORKS, LTD.,
a Colorado corporation

By: Ronald Hartenbaum

By: _____

Name: RONALD HARTENBALM

Name:

Title: Chairman

Title:

(d) Contracts or liabilities not required to be scheduled in the Exchange Agreement because they fall below the threshold disclosure level prescribed for the relevant Schedule;

provided, however, that Buyer shall not assume or be liable for, and Seller shall retain and remain responsible for, all unknown and all contingent liabilities of Seller and all liabilities and obligations which are specifically excluded from assumption by the terms of the Exchange Agreement, including the Excluded Liabilities.

Notwithstanding the foregoing, the parties hereto agree that if litigation against Seller or Buyer is brought by or against a third party (other than PDG) with which Seller has an agreement and such litigation arises out of the treatment of such agreement (either as transferred to Buyer or subject to the Management Agreement) pursuant to the terms of the Exchange Agreement, the expenses and costs of such litigation, and any damages related thereto (and recoveries therefrom), shall be shared equally by Seller on the one hand and Buyer on the other.

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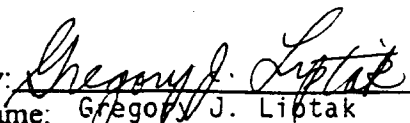
SELLER:

MEDIAAMERICA, INC.,
a New York corporation

By: _____
Name:
Title:

BUYER:

JONES INTERNATIONAL NETWORKS, LTD.,
a Colorado corporation

By: 
Name: Gregory J. Liptak
Title: President

Schedule 2(p)(ii) Trademarks, Licenses, and Other Intellectual Property Rights

1. Trademark Registrations

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MediaAmerica	1517399	12/20/88
Hard Drive	75117254	6/12/96
Personal Notes Hosted by Dave Kox	74605952	10/14/94

2. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
AM Drive Network	75/418061	1/14/98
Appointment Radio	75/426654	1/30/98
Morning Drive Network	75/418060	1/14/98
The Hitlist	75/418617	1/14/98
The Weekly Top Thirty	75/418069	1/14/98
ACN	75367607	10/2/97

3. Ownership of Radio Programs & Services

100% Owned

American Comedy Network
 Faxuality
 ACN
 ACN PDQ
 AOR Holiday Specials
 Fax Off
 Weekly Top 30
 The Hitlist
 The Hitlist with Elvis Duran & Elliot
 Up Close
 Personal Notes
 Country's Most Wanted
 CMW
 Hard Drive
 Personal Notes with Boney James
 WT30

Owned in Part or Licensed

News From The 21st Century
 The Oldies Calendar with Charlie Tuna
 Your Weekend with Jim Brickman
 Fightback! With David Horowitz

CHANGE OF NAME

OPC 19981099035
ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION

FILED
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE
20001250114 C
\$ 75.00
SECRETARY OF STATE
12-21-2000 13:47:07

Pursuant to the provisions of the Colorado Business Corporation Act, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is JONES INTERNATIONAL NETWORKS, LTD. *NCS*

SECOND: The following amendment was adopted by the shareholders of the Corporation on December 21, 2000, and the number of votes cast for the amendment by each voting group entitled to vote separately on the amendment was sufficient for approval by that voting group:

Article I of the Articles of Incorporation of the Corporation shall be amended by striking out and eliminating the existing text thereof in its entirety and substituting the following in its place:

"ARTICLE I

The name of the corporation is Jones Media Networks, Ltd. (the "Corporation")."

THIRD: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

No change.

JONES INTERNATIONAL
NETWORKS, LTD.

By: *Lorri Ellis*
Lorri Ellis
Corporate Secretary

COMPUTER UPDATE COMPLETE
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