

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephen Adams		04/15/2004	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Adams Outdoor Advertising Limited Partnership		
Street Address:	2802 Paces Ferry Road, SE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED PARTNERSHIP: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2308957	OUT THERE THINKING	
Registration Number:	2304009	A	
CORRESPONDENCE DATA			
Fax Number:	(919)286-8199		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
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Address Line 4:	Durham, NORTH CAROLINA 27705		
ATTORNEY DOCKET NUMBER:	512485.125		
NAME OF SUBMITTER:	John E. Slaughter		
Total Attachments: 2			
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ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

WHEREAS, Stephen Adams, an individual, whose address is 2802 Paces Ferry Road, SE, Atlanta, Georgia 30339, Attention: Abe Levine (hereinafter the "Assignor"), is an owner of the trademarks included on the attached Schedule A and the registrations and applications thereof in the United States Patent and Trademark Office, and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action and the right to recover for past infringement, dilution or other misappropriation thereof; and

WHEREAS, Adams Outdoor Advertising Limited Partnership, a Minnesota limited partnership, whose address is 2802 Paces Ferry Road, SE, Atlanta, Georgia 30339, Attention: Abe Levine (hereinafter the "Assignee"), is desirous of acquiring Assignor's rights to the trademarks and the registrations and applications thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which Assignor acknowledges by its execution below:

1. Assignor hereby assigns to Assignee all of its rights, title and interest in and to the trademarks and the registration and applications thereof in the United States Patent and Trademark Office, together with the goodwill of the business connected with the use of and symbolized by said marks, and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the said trademarks and trademark registrations in Assignee, its successors or assigns.

IN WITNESS WHEREOF, executed this 15 day of APRIL, 2004.

Stephen Adams
Assignor

By: Stephen Adams

Name and Title: STEPHEN ADAMS, CHAIRMAN

Schedule A

Registered Marks

Mark	Registration No.	Registration Date
OUT THERE THINKING	2308957	1/18/00
A and Design	2304009	12/28/99