

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Attorney's Docket No. 030875-020

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): BRI Incorporated
[ ] Individual(s) [ ] Association
[ ] General Partnership [ ] Limited Partnership
[X] Corporation-State
[ ] Other Louisiana
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies):
Name: EATEL Directories, L.L.C.
Internal Address:
Street Address: 913 South Burnside Drive
City: Gonzales State: LA Zip: 70737
[ ] Individual(s) Citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[ ] Corporation-State
[X] Other limited liability company
If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [ ] Yes [X] No

3. Nature of conveyance:
[X] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: September 29, 2000

4. Application number(s) or registration number(s):
A. Trademark Application No(s).
B. Trademark Registration No(s).
2,279,646
2,343,430
2,532,903
Additional number(s) attached? [ ] Yes [X] No

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41).....\$ 90.00
[ ] Enclosed
[X] Authorized to be charged to deposit account
[ ] Credit card. Form PTO-2038 is attached.

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bassam N. Ibrahim
Address:
Burns, Doane, Swecker & Mathis, L.L.P.
Customer Number 2 1 8 3 9
P.O. Box 1404
Alexandria, Virginia 22313-1404

8. Deposit account number:
02-4800
(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.
Bassam N. Ibrahim
Name of Person Signing
Signature
Date July 9, 2004
Total number of pages including cover sheet, attachments, and documents: 03

Mail documents to be recorded with required cover sheet information to: Director of the United States Patent and Trademark Office / Mail Stop Assignment Recordation Services P.O. Box 1450 / Alexandria, VA 22313-1450

CH \$90.00 024800 2279646

**TRADEMARK ASSIGNMENT**

This Assignment is made between BRI Incorporated, a Louisiana corporation having its principal place of business at 3445 N. Causeway Blvd., 4<sup>th</sup> Floor, Metairie, LA 70002 ("Assignor"), and EATEL Directories, L.L.C., a Louisiana limited liability company having its principal place of business at 913 South Burnside Drive, Gonzales, LA 70737 ("Assignee").

WHEREAS, Assignor owns the trademark applications and registrations on the Principal Register of the United States Patent and Trademark Office ("PTO") listed on Schedule A hereto (collectively the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee all its right, title and interest in and to the Trademarks, its common law rights pertaining thereto and all goodwill associated therewith; and

WHEREAS, Assignee has agreed to take assignment of the Trademarks.

NOW, THEREFORE, for good and valuable consideration as set forth in the Asset Purchase Agreement, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of its right, title and interest in and to the Trademarks and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

This Assignment is effective as of the date hereof. Assignor agrees to sign any additional assignments and other appropriate documentation necessary to effectuate and validate this Agreement as soon as is practicable after the date of this Assignment.

IN WITNESS WHEREOF, Assignor expressly intending to be legally bound thereby has caused this Agreement to be duly executed this 29<sup>th</sup> day of September, 2000.

WITNESSES:

BRI INCORPORATED

By: [Signature]

William M. Hammack  
Chief Executive Officer

[Signature]

[Signature]

[Signature]  
Notary Public

WITNESSES:

EATEL DIRECTORIES, L.L.C.

By: [Signature]

Daniel J. Ahern  
President

[Signature]

[Signature]

[Signature]  
Notary Public

**SCHEDULE A**

**MARK**

**REGISTRATION(APPLICATION) NO.**

THE SUNSHINE PAGES	2,279,646
THE SUNSHINE PAGES & Design	2,343,430
THE SUNSHINE PAGES	75/977,471

