

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DMW Worldwide, Inc.		12/28/2001	CORPORATION: MISSOURI

RECEIVING PARTY DATA	
Name:	DMW Acquisition, LLC
Street Address:	1325 Morris Drive
City:	Wayne
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2252801	PROFIT FROM OUR EXPERIENCE

CORRESPONDENCE DATA	
Fax Number:	(412)571-0875
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(412) 571-9552
Email:	tperles@ajciplaw.com
Correspondent Name:	Andrew J. Cornelius
Address Line 1:	1575 McFarland Road
Address Line 2:	Suite 100
Address Line 4:	Pittsburgh, PENNSYLVANIA 15216-1808

NAME OF SUBMITTER:	Andrew J. Cornelius
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Total Attachments: 3 source=assign 2a#page1.tif source=assign 2b#page1.tif source=assign2c#page1.tif
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02-27-2002



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Form PTO-1594

(Rev. 03-01)

OMB No. 0851-0027 (exp. 5/31/2002)

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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):

DMW Worldwide, Inc. 2/1/02

- Individual(s)
- General Partnership
- Corporation-State Missouri
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: DMW Acquisition LLC

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

Street Address: 1325 Morris Drive

City: Wayne State: PA Zip: 19087

- 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

3. Nature of conveyance:

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

Execution Date: December 28, 2001

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2,468,182

Additional number(s) attached  Yes  No

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

Name: James R. Meyer, Esq.

Internal Address: Schnader Harrison Segal & Lewis

Street Address: 1600 Market Street

Suite 3600

City: Philadelphia State: PA Zip: 19103

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: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

02/26/2002 BYTME 00000210 2468182

01 FC:461

James R. Meyer, Esq.  
Name of Person Signing

[Signature]  
Signature

1/9/2002

Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK  
REEL: 002449 FRAME: 0600

TRADEMARK  
REEL: 002905 FRAME: 0742

**SERVICE MARK ASSIGNMENT**

THIS ASSIGNMENT, made as of the 28<sup>th</sup> day of December, 2001, by and between DMW Worldwide, Inc., a Missouri corporation with offices at 211 North Broadway, St. Louis, MO 63102 ("Assignor"), and DMW Acquisition LLC, a Delaware limited liability company with offices at 1325 Morris Drive Wayne, PA 19087 ("Assignee"),

**WITNESSETH:**

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of December 28, 2001 (the "Asset Purchase Agreement"), all terms of which are incorporated herewith, whereby Assignee has purchased the Assets (as defined in the Asset Purchase Agreement) relating to the Business (as defined in the Asset Purchase Agreement) of Assignor, as fully set forth in the Asset Purchase Agreement; and

WHEREAS, Assignor has adopted and is using the mark DMW WORLDWIDE (the "Mark") in connection with the business of direct response advertising services (the "Services"), and has registered the Mark for the Services with the United States Patent and Trademark Office under Registration No. 2,468,182;

WHEREAS, Assignor has agreed to assign to Assignee all of its right, title, and interest in and to the Mark together with all goodwill of the business associated with or symbolized by the Mark;

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor assigns to Assignee all of its right, title, and interest in and to the Mark and all registrations for the Mark including the above-named registration together with all goodwill of the business associated with or symbolized by the Mark.

2. All provisions of the Asset Purchase Agreement are incorporated herein and govern this Assignment. Nothing herein is intended to modify, limit, or otherwise affect the representations, warranties, covenants, exclusions, indemnities, and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants, exclusions, indemnities, and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of a conflict between this Assignment and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern, supersede, prevail, and apply.

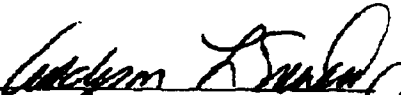
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**TRADEMARK**  
**REEL: 002449 FRAME: 0601**

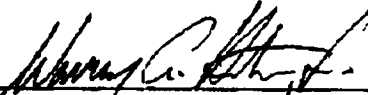
**TRADEMARK**


IN WITNESS WHEREOF, authorized representatives of each of the parties hereto have duly executed this Assignment as of the date first above written.

DMW Worldwide, Inc.

By:   
Name: Addison L. Couch  
Title: EVP/CFO

DMW Acquisition LLC

By:   
Name: Warren A. Hunter, Jr.  
Title: President and CEO

By:   
Name: Josie B. Clippinger  
Title: Executive Vice President and CFO