

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Insight Communications, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) April 4, 2002

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Boucher Communications, Inc.

Internal Address: Suite 400

Street Address: 1300 Virginia Drive

City: Fort Washington

State: Pennsylvania

Country: United States Zip: 19034

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Pennsylvania
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,242,593; 2,327,646

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Timothy D. Pecsénye

Internal Address: Blank Rome LLP
9th Floor

Street Address: One Logan Square

City: Philadelphia

State: PA Zip: 19103-6998

Phone Number: (215) 569-5619

Fax Number: (215) 832-5619

Email Address: pecsenyeb@blankrome.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-2555

Authorized User Name Jeremy T. Adler

9. Signature:

Timothy D. Pecsénye
Signature

9-29-04
Date

Timothy D. Pecsénye

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

CH \$65.00 022555 2242593

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS (this "Assignment"), dated as of April 4, 2002, is made by Insight Communications, Inc. ("Assignor"), a Connecticut corporation, with its principal place of business at 14 E. Abington Ave., Philadelphia, PA 19118, in connection with the asset purchase agreement, dated even herewith, by and between Assignor and Ronald Walker, on the one hand, and Boucher Communications, Inc. ("Assignee"), a Pennsylvania corporation, on the other hand (the "APA").

WHEREAS, Assignor has adopted and used certain trademarks, service marks, trade dress or other marks (collectively, the "Marks"), and in respect to certain of those Marks, applied to register or registered the Marks with the United States Patent and Trademark Office; all such Marks, registered and unregistered, are set forth on Schedule A hereto (collectively, the "Trademarks").

WHEREAS, Assignor has also created certain works of authorship (the "Works"), ; all such Works, registered and unregistered, are set forth on Schedule B hereto (collectively, the "Copyrights").

WHEREAS, Assignee wishes to acquire all of the Trademarks and Copyrights, including all rights arising under and in connection therewith.

NOW THEREFORE, for good and valuable consideration, referenced in the APA, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor assigns unto Assignee, free and clear of all liens and encumbrances, all of its rights, title and interest in and to the Trademarks throughout the world together with the goodwill of the business associated with and symbolized by the Trademarks, and all of its rights, title and interest in and to the Copyrights throughout the world, including all moral rights in the Copyrights.
2. Assignor further assigns to Assignee all right to sue for and receive damages accruing from past infringement of the Trademarks and Copyrights.
3. Assignor further undertakes that upon request of Assignee and without additional consideration to Assignor, it will execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this Assignment, as well as to provide other material, information or assistance as Assignee may consider necessary to carry out the intent of and to give full effect to this Assignment.
4. This Assignment is binding upon Assignor, its successors and assigns, and all others acting by, through, with or under its direction, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized representative as of the date first written above

INSIGHT COMMUNICATIONS, INC.

By: *Ronald Walker*
Ronald Walker
President

Subscribed and sworn to before me in

Fort Washington, Pennsylvania
(City and State)

this 4 day of April, 2002

[seal]

Signature: *Cheryl Zimmerman*

My commission expires:

NOTARIAL SEAL
CHERYL ZIMMERMAN, Notary Public
Upper Dublin Twp., Montgomery Co.
My Commission Expires March 24, 2003

SCHEDULE A

TRADEMARKS

Registered Marks

Mark	Registration Number
CLTODAY	2,242,593
CONTACT LENSES TODAY	2,327,646

Unregistered Marks

Mark

NONE.

SCHEDULE B

COPYRIGHTS

Registered Copyrights

Copyright

Registration Number

NONE.

Unregistered Copyrights

Copyright

Content associated with the website, www.cltoday.com, and Seller's e-mail newsletter.