

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):**  
Global Information Licensing Corporation

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

Citizenship (see guidelines) Florida

Execution Date(s) 11/8/04

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Source Media, Inc.

Internal Address: 47th Floor

Street Address: 200 Park Avenue

City: New York

State: New York

Country: U.S. Zip: 10166

Association Citizenship \_\_\_\_\_  
 General Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Delaware  
 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)

**3. Nature of conveyance:**

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No.(s) 76/391677

B. Trademark Registration No.(s) \_\_\_\_\_

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: Alex Montagu, Esq.

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

Street Address: 1060 Park Avenue

City: New York

State: New York Zip: 10128

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:** 1

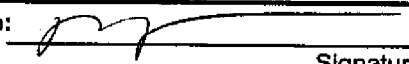
**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 40

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 20-0866  
Authorized User Name Paula K. Upson

**9. Signature:**  1/18/05

Signature Date

Paula K. Upson  
Name of Person Signing

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

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 22313-1450

CH \$40.00 200866 76391677

## **TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 8<sup>th</sup> day of *November* 2004 by and between Global Information Licensing Corporation, a Florida corporation having a place of business at 650 Naamans Road, Claymont, Delaware 19703 ("Assignor"), and Source Media, Inc., (a.k.a AB Holding Inc.), a Delaware corporation having a place of business at 200 Park Avenue, 47<sup>th</sup> Floor, New York, New York 10166 ("Assignee") (each a "party," and collectively, the "parties").

**WHEREAS**, Assignor is the owner of the intent-to-use trademark application set forth on Schedule A hereto (the "Trademark"); and

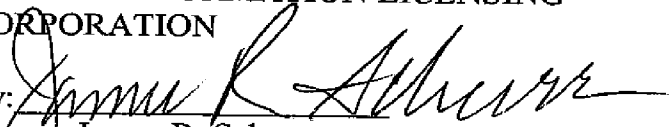
**WHEREAS**, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademark, and the goodwill of the business symbolized thereby.

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

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, including all rights therein provided by international conventions and treaties, and the goodwill of the business symbolized thereby.
2. Assignor makes no warranties, express or implied, with respect to the Trademark.
3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademark, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the date first written above.

GLOBAL INFORMATION LICENSING CORPORATION

By:   
Name: James R. Schurr  
Title: President

SCHEDULE A

<u>Mark</u>	<u>App. No.</u>	<u>File Date</u>
ACCOUNTINGTODAYONLINE	76/391677	April 4, 2002