

09-09-2004



RECO 102832059  
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):

COX Interactive Media, Inc. / Sept. 4, 2002

- Individual(s)
  - General Partnership
  - Corporation-State
  - Other
  - Association
  - Limited Partnership
- RE 9-7-04

Citizenship (see guidelines)

Execution Date(s) Sept. 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: Jon Rawl

Internal Address:

Street Address: P.O. Box 1217

City: Oxford

State: MS

Country: US Zip: 38655

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Indiv. Citizenship US

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)

n/a

B. Trademark Registration No.(s)

2,059,849

Additional sheet(s) attached?  Yes  No

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

"Y'all" <sup>reel</sup> mark no: 2,059,849

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

Name: Molly Fergusson

Internal Address:

c/o Fergusson Pitts

Street Address: P.O. Box 1394

City: Oxford

State: MS Zip: 38655

Phone Number: 662.832.0418

Fax Number: n/a

Email Address: mfergussonefergussontpitts.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Already paid - See attached

8. Payment Information:

a. Credit Card Last 4 Numbers n/a Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

August 30, 2004  
Date

Molly Fergusson

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

01-30-2004



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE

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

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1-26-04

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Jon Rawl

Internal Address:

Street Address: P.O. Box 1217

City: Oxford State: MS Zip: 38655

Individual(s) citizenship US

Association

General Partnership

Limited Partnership

Corporation-State

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

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

A. Trademark Application No.(s) N/A

B. Trademark Registration No.(s) 2,059,849

Additional number(s) attached Yes No

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

Name: Molly Ferguson

Internal Address:

c/o McDavid & Associates

Street Address: P.O. Box 1113

City: Oxford State: MS Zip: 38655

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:

n/a

(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.

Molly Ferguson Name of Person Signing

[Signature] Signature

1-22-04 Date

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

01/29/2004 ECU03PE: 0000068 2059849

01 FEB 2004

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

TRADEMARK REEL: 003044 FRAME: 0216

## AGREEMENT

THIS AGREEMENT ("Agreement") is entered into, as of the date of the later signature below (the "Effective Date"), between Cox Interactive Media, Inc., with an address at 530 Means Street, Atlanta, Georgia 30318 ("Assignor"), and Jon Rawl, with a mailing address at P.O. Box 1217, Oxford, Mississippi 38655 ("Assignee").

WHEREAS, Assignor has used and registered the service mark Y'ALL (the "Mark"), and has registered the Mark with the United States Patent and Trademark Office (Reg. No. 2,059,849) (the "Registration");

WHEREAS, Assignor has registered the Internet domain name yall.com (the "Domain Name"); and

WHEREAS, Assignee wishes to acquire the Mark and the Domain Name.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Provided that Assignee pays the amount due to Assignor in accordance with Section 2, Assignor assigns to Assignee all of Assignor's right, title and interest in the Mark, including the Registration and the goodwill of the business symbolized by the Mark. Assignor hereby agrees to transfer and assign the Domain Name to Assignee in accordance with the terms of this Agreement.
2. Within five (5) days after the Effective Date, Assignee will pay \$1,000.00 to Assignor. Within ten (10) days after the date that Assignor receives such payment from Assignee, Assignor will assign the Domain Name to Assignee.
3. The terms and conditions of this Agreement, with the exception of the existence of this Agreement, will be kept confidential by the parties and will not be disclosed to any third party except as may be required by any court or governmental agency, and except to a party's accountants, auditors, agents, legal counsel and parent companies.
4. This Agreement will be governed by the laws of the State of Georgia, without regard to Georgia's choice of law provisions. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements, understandings, and discussions between the parties, whether written or oral, with respect to such subject matter. Any amendment or modification to this Agreement must be in writing and signed by both

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parties. This Agreement may be executed in one or more counterparts, each of which will constitute an original and both of which taken together will constitute one and the same Agreement.

COX INTERACTIVE MEDIA, INC.

JON RAWL

By: Scott Williams

By: Jonathan Craig Rane

Name: Scott WHITESIDE

Date: August 22, 2002

Title: COO

Date: 9/4/02