

1-24-05

01-26-2005

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

2005 JAN 21 PM 12:00

REC 102926189
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)
Additional names, addresses, or citizenship attached? Yes 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: Paula K. Upson 1/18/05 Date

Signature

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

01/23/2005 670M11 00000151 200866 76391677
01 FC:0521 40.00 BA

TRADEMARK
REEL: 003105 FRAME: 0125

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into this 8th 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, 47th 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

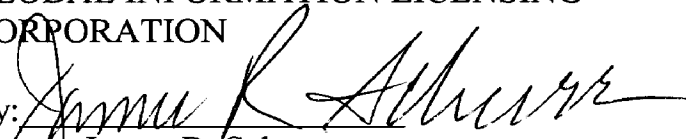
WHEREAS, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademark, and the goodwill of the business symbolized thereby.

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