

6-2609

07-13-2005



RECORDED
TRADEMARK

103039571

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):

MBS/Multimode, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Missouri
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 1, 2002

- 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: MBS Acquisition Co., Inc.

Internal

Address: _____

Street Address: 570 South Research Place

City: Central Islip

State: New York

Country: USA Zip: 11722

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

Citizenship _____
Citizenship _____
Citizenship Delaware
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)

2368646
2274981

Additional sheet(s) attached? Yes No

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

MBS/Multimode
Klondike

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

Name: J. Scott Searl

Internal Address: _____

Omaha World-Herald Company

Street Address: 1299 Farnam Street,
15th Floor

City: Omaha

State: NE Zip: 68102

Phone Number: 402-522-2244

Fax Number: 402-345-9115

Email Address: scott.searl@owh.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 _____

Authorized User Name _____

9. Signature:

J. Scott Searl
Signature

June 27, 2005

Date

J. Scott Searl

Name of Person Signing

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

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

07/12/2005 GT0N11 00000275 2368646

01 FC:8521
02 FC:8522

40.00 DP
25.00 DP

TRADEMARK
REEL: 003191 FRAME: 0763

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Assignment*"), dated as of July 1, 2002, is made by **MBS/MULTIMODE INC.**, a corporation organized under the laws of the State of Missouri, with its principal offices at Graybar Building at Grand Central, 420 Lexington Avenue, Suite 300, New York, New York 10170 ("*MBS*").

WHEREAS, **MBS, MBS ACQUISITION CO., INC.**, a corporation organized under the laws of the State of Delaware ("*Buyer*"), and World Companies, Inc., are parties to an Asset Purchase Agreement dated as of July 1, 2002 (the "*Purchase Agreement*"), pursuant to which MBS has agreed to sell certain assets of the Business to the Buyer and the Buyer has agreed to purchase certain assets and assume certain liabilities of the Business from MBS; and

WHEREAS, MBS owns the entire right, title and interest, whether statutory or common law rights, in and to the trademarks and registrations therefor listed on **Schedule A** (the "*Assigned Trademarks*"); and

WHEREAS, Buyer desires to acquire the entire worldwide right, title and interest in and to the Assigned Trademarks, and MBS is willing to assign the Assigned Trademarks to the Buyer ("*MBS*");

NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged:

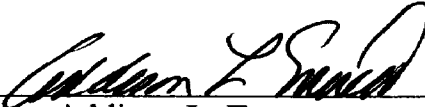
1. MBS does hereby sell, assign and transfer to Buyer, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks together with the goodwill connected with and symbolized by the Assigned Trademarks, the same to be held and enjoyed by Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by MBS if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. MBS agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Buyer its entire right, title and interest in and to the Assigned Trademarks.

3. The assignment set forth in paragraph 1 of this Assignment is subject to all licenses and other rights in and to the Assigned Trademarks previously granted to any third person, which grants are in effect as of the date of this Assignment.
4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

[Signatures on Following Page]


IN WITNESS WHEREOF, MBS has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

MBS/MULTIMODE INC.

By: 
Name: Addison L. Everett
Title: Chairman, Chief Executive Officer
and Chief Financial Officer

State of New York)
) ss.
County of New York)

On this 1st day of July, 2002, before me personally appeared Addison L. Everett proved to me on the basis of satisfactory evidence to be the person who executed the above Assignment as Chairman and Chief Financial Officer on behalf of MBS/Multimode Inc., and acknowledged to me that the company executed it. Witness my hand and official seal.



Notary Public

GEORGIA BEACH
NOTARY PUBLIC, State of New York
No. 31-4907366
Qualified in New York County
Commission Expires Sept. 28, 2005

Schedule A

ASSIGNED TRADEMARKS

<u>ASSIGNED TRADEMARKS</u>	<u>REGISTRATION NUMBER</u>
MBS/MULTIMODE	2368646
KLONDIKE	2274981