

11-22-2005



6-24-05

RECO
TR

103123502

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):

BFC Enterprises, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 05/31/05

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Seek Publishing, Inc.

Internal Address: _____

Street Address: 1055 Ridgecrest Drive

City: Millersville

State: Tennessee

Country: USA Zip: 37072-3621

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Tennessee
- 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)
1550143

Additional sheet(s) attached? Yes No

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

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

Name: Linda L. Miller

Internal Address: _____

Street Address: 2000 Richard Jones Road

City: Nashville

State: TN Zip: 37215

Phone Number: 615-297-7001

Fax Number: 615-297-7040

Email Address: lmiller@dmckenzielaw.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

8. Payment Information:

a. Credit Card Last 4 Numbers 1881
Expiration Date 03/08

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Linda L. Miller
Signature

06/22/05

Date

Linda L. Miller

Name of Person Signing

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

40E

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

06/27/2005 ECOOPER 0000003 1550143

01 FC:8521

40.00 DP

Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of the 31st day of May, 2005, by BFC ENTERPRISES, INC., a Tennessee corporation with its principal place of business at 1055 Ridgecrest Drive, Millersville, TN 37072 ("Assignor"), to SEEK PUBLISHING, INC., a Tennessee corporation with its principal place of business at 1055 Ridgecrest Drive, Millersville, TN 37072 ("Assignee").

RECITAL

Assignee and Assignor are parties to a Bill of Sale and Assignment and Assumption Agreement dated as of May 31, 2005 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

BFC ENTERPRISES, INC.

By: Paul W. Bates
Paul W. Bates, President

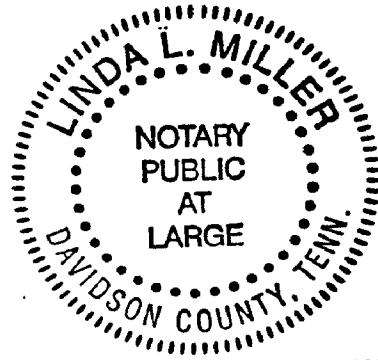
[SEAL]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 31st day of May, 2005, before me, personally appeared PAUL W. BATES, President of BFC Enterprises, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Linda L. Miller
Notary Public



My Commission Expires NOV. 25, 2006

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Date</u>
Pages of Time	1550143	August 1, 1989

Unregistered Servicemarks and Trademarks

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
---------------------------------	---------------------------	-------------------------

Trade Names