

MD 5-26-98

06-08-1998



PT

U.S. DEPARTMENT OF COMMERCE

Patents and Trademark Office

100729812

To the Honorable Commissioner of Patents and Trademarks or copy thereof.

1. Name of conveying party (ies):

Stillman & Co.

- Individual(s)
- General Partnership
- Corporation - State Tennessee Corporation
- Other

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

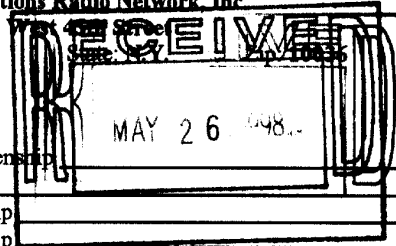
3. Nature of conveyance:

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

Execution Date: November 12, 1997

2. Name and address of receiving party (ies):

Name: United Stations Radio Network, Inc  
Street Address: 25 West 47th Street  
City: New York



- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporate-State New York
- 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)

THE ROAD 74/475,188  
THE ROAD and DESIGN 74/528,093

7B. Trademark registration No. (s)

Additional numbers attached?  Yes  No

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

Name: Heath H. Grayson, Esq.  
Internal Address:  
Street Address: Parker Chapin Flattau & Klimpl, LLP  
1211 Avenue of the Americas  
City: New York State: NY Zip: 10036

06/05/1998 JSMBZZ 0000098 74475188

6. Total number of applications and registrations involved

2

7. Total fee (37 CFR 3.41)

\$70.00

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481  
02 FC:482  
03 FC:990

45.00 OP  
25.00 OP  
5.00 OP

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.

Heath H. Grayson  
Name of Person Signing

[Signature]  
Signature

5/18/98  
Date

Total number of pages comprising cover sheet:

## GENERAL ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is entered into this 12th day of November, 1997 by and between United Stations Radio Networks, Inc., a New York corporation ("Purchaser"), and Stillman & Co., a Tennessee corporation ("Seller").

WHEREAS, Purchaser and Seller have entered into an Asset Purchase Agreement, dated as of November 12, 1997 by and among Purchaser, Seller, Winslow Stillman and Charles W. Crutchfield (the "Asset Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase from Seller, the Assets; and

WHEREAS, Seller desires to transfer and assign to Purchaser the Purchased Assets and Purchaser desires to accept the sale, transfer, conveyance, assignment and delivery thereof;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser free and clear of all Liens, all of Seller's right, title and interest in and to the Purchased Assets, as the same shall exist on date hereof, TO HAVE AND TO HOLD THE same unto Purchaser, its successors and assigns, forever.

Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Purchased Assets.

Seller represents, warrants, covenants and agrees that it: (a) has good and marketable title to the Purchased Assets, free and clear of all Liens; and (b) will warrant and defend the sale of the Purchased Assets against all and every person or entity whomsoever or whatsoever claiming against any or all of the same, subject to the terms and provisions of the Asset Purchase Agreement.

At any time or from time to time after the date hereof, at Purchaser's request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Purchased Assets, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Purchased Assets and to assist Purchaser in exercising all rights with respect thereto.


This General Assignment and Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This General Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this General Assignment and Bill of Sale on the day and year first above written.

UNITED STATIONS RADIO NETWORKS, INC.

By:   
Nicholas J. Verbitsky  
Chairman and Chief Executive Officer

STILMAN & CO  
By:   
Name:  
Title: Executive Vice President