

02-11-1999

REGISTRATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE

Patent & Trademark Office



TRADEMARKS ONLY

100964059

Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof

<p>1. Name of conveying party(ies):</p> <p>Orbis Broadcast Group, L.P.</p> <p><i>MKD</i> <i>9-8-98</i></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Orbis Broadcast Group, Inc. 4030 Braker Lane West, Suite 175 Austin, Texas 78759</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date <u>As of June 16, 1998</u></p>	

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

<p>A. Trademark Application No.(s)</p> <p><i>tm</i></p>	<p>B. Trademark Registration No.(s)</p> <p>1,692,020 1,787,102</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Steven D. Smit Graves, Dougherty, Hearon & Moody, P.C. P. O. Box 98 Austin, Texas 78767</p>	<p>6. Total number of applications and registrations involved [<u>2</u>]</p> <p>7. Total fee (37 CFR 3.41) . \$ <u>\$65.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-1892</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE *65E*

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.

Steven D. Smit *[Signature]* 2-4-98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet [1]

OMB No. 0951-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

09-29-1998



09-08-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #64



100840821

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

TRADEMARKS ONLY

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

MPD 9-8-98

1. Name of conveying party(ies):
Orbis Broadcast Group, L.P.

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

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

2. Name and address of receiving party(ies):
Orbis Broadcast Group, Inc.

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date As of June 16, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,692,020
1,787,102

Additional numbers attached? Yes No

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

Steven D. Smit
Graves, Dougherty, Hearon & Moody, P.C.
P. O. Box 98
Austin, Texas 78767

6. Total number of applications and registrations involved [2]

7. Total fee (37 CFR 3.41) . \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 07-1892
(Attach duplicate copy of this page if paying by deposit account)

09/28/1998 DUYEN 00000273 1692020
40.00 DP
25.00 DP

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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.

Steven D. Smit [Signature] 9-4-98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet [1]

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of June 16, 1998, by Orbis Broadcast Group, L.P., an Illinois limited partnership with offices at 100 S. Sangamon Street, Chicago, Illinois 60607 ("Assignor"), to Orbis Broadcast Group, Inc., a Delaware corporation with offices at 4030 Braker Lane West, Suite 175, Austin, Texas 78759 ("Assignee").

WHEREAS, Assignor has, in the United States, adopted, used and is using the trademarks, service marks, tradenames and logos, and registrations thereof and applications thereof filed with the U.S. Patent and Trademark Office (all of the foregoing being collectively referred to herein as the "Trademarks"), which are listed on Schedule A annexed hereto;

WHEREAS, in accordance with the provisions of that certain Assets Purchase Agreement dated April 6, 1998, as amended (as so amended, the "Purchase Agreement") by and among Healthway Communications International, Inc. (whose interest in the Purchase Agreement was assigned to Assignee), Assignor, Orbis-AHCN, L.L.C., OBG Real Estate Company, L.L.C., Jeffrey Bohson, Timothy Bahr and David Manilow, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks listed on Schedule A annexed hereto and incorporated herein by reference, together with the goodwill of the business associated therewith and which is symbolized thereby.

NOW THEREFORE, subject to the terms and conditions of the Agreement, Assignor, for and in exchange for good and valuable consideration, 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 right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all applications, registrations, and renewals thereof that may hereafter be secured under the laws now or hereafter in effect in the United States 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 Assignor had this Assignment of Trademarks not been made.

TO HAVE AND TO HOLD, unto Assignee, its successors and assigns, FOREVER.

Assignor authorizes the United States Patent and Trademark Office and the comparable governmental authorities in all other

jurisdictions to transfer by assignment to Assignee the Trademarks and to issue to all such Trademarks to Assignee.

Where Federal law does not apply to this Assignment of Trademarks, this assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

In the event that any one or more of the provisions contained herein or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment of Trademarks or any other such instrument.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the date first above written.

ORBIS BROADCAST GROUP, L.P.

By: ORBIS PRODUCTIONS, INC., a
General Partner

By: [Signature]
Its: CEO

By: MANILOW PRODUCTIONS, INC., a
General Partner

By: [Signature]
Its: President

ACCEPTED AND AGREED:

ORBIS BROADCAST GROUP, INC.

By: [Signature]
Its: Vice President

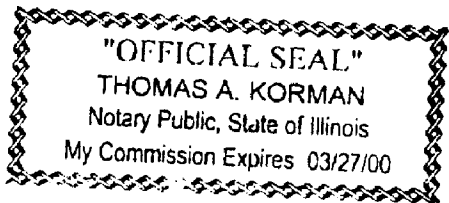
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.:

I, THOMAS A. KORMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey Bohson and David Manilow, personally known to me to be the respective Presidents of Orbis Productions, Inc. and Manilow Productions, Inc., the General Partners of Orbis Broadcast Group, L.P., and the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9TH day of June, 1998.

Thomas A. Korman
Notary Public

My Commission Expires:



SCHEDULE A

Registrations

<u>Mark</u>	<u>Req. No.</u>	<u>Req. Date</u>
Orbis News, Inc.	1,692,020	6/9/92
Orbis Medical News	1,787,102	8/10/934

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of June 16, 1998, by Orbis Broadcast Group, L.P., an Illinois limited partnership with offices at 100 S. Sangamon Street, Chicago, Illinois 60607 ("Assignor"), to Orbis Broadcast Group, Inc., a Delaware corporation with offices at 4030 Braker Lane West, Suite 175, Austin, Texas 78759 ("Assignee").

WHEREAS, Assignor has, in the United States, adopted, used and is using the trademarks, service marks, tradenames and logos, and registrations thereof and applications thereof filed with the U.S. Patent and Trademark Office (all of the foregoing being collectively referred to herein as the "Trademarks"), which are listed on Schedule A annexed hereto;

WHEREAS, in accordance with the provisions of that certain Assets Purchase Agreement dated April 6, 1998, as amended (as so amended, the "Purchase Agreement") by and among Healthway Communications International, Inc. (whose interest in the Purchase Agreement was assigned to Assignee), Assignor, Orbis-AHCN, L.L.C., OBG Real Estate Company, L.L.C., Jeffrey Bohson, Timothy Bahr and David Manilow, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks listed on Schedule A annexed hereto and incorporated herein by reference, together with the goodwill of the business associated therewith and which is symbolized thereby.

NOW THEREFORE, subject to the terms and conditions of the Agreement, Assignor, for and in exchange for good and valuable consideration, 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 right, title and interest in, to and under the Trademarks, together with the goodwill of the business associated therewith and which is symbolized thereby, and any and all applications, registrations, and renewals thereof that may hereafter be secured under the laws now or hereafter in effect in the United States 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 Assignor had this Assignment of Trademarks not been made.

TO HAVE AND TO HOLD, unto Assignee, its successors and assigns, FOREVER.

Assignor authorizes the United States Patent and Trademark Office and the comparable governmental authorities in all other

jurisdictions to transfer by assignment to Assignee the Trademarks and to issue to all such Trademarks to Assignee.

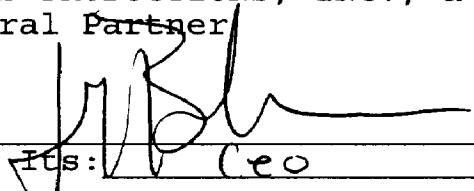
Where Federal law does not apply to this Assignment of Trademarks, this assignment shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.

In the event that any one or more of the provisions contained herein or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment of Trademarks or any other such instrument.

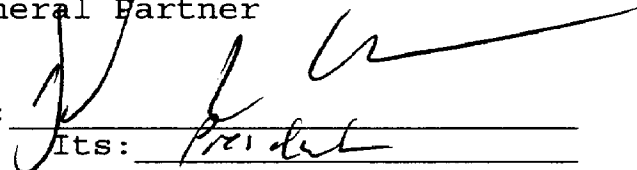
IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks as of the date first above written.

ORBIS BROADCAST GROUP, L.P.

By: ORBIS PRODUCTIONS, INC., a
General Partner

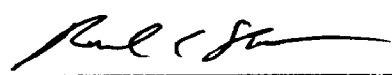
By: 
Its: CEO

By: MANILOW PRODUCTIONS, INC., a
General Partner

By: 
Its: President

ACCEPTED AND AGREED:

ORBIS BROADCAST GROUP, INC.

By: 
Its: Vice President

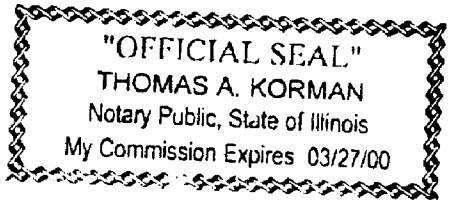
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.:

I, Thomas A. Korman, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey Bohson and David Manilow, personally known to me to be the respective Presidents of Orbis Productions, Inc. and Manilow Productions, Inc., the General Partners of Orbis Broadcast Group, L.P., and the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of June, 1998.

Thomas A. Korman
Notary Public

My Commission Expires:



SCHEDULE A

Registrations

<u>Mark</u>	<u>Req. No.</u>	<u>Req. Date</u>
Orbis News, Inc.	1,692,020	6/9/92
Orbis Medical News	1,787,102	8/10/934