

08-26-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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MAD
8.23.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/26/1999 MTHA11 00000093 75406343

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001948 FRAME: 0659

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

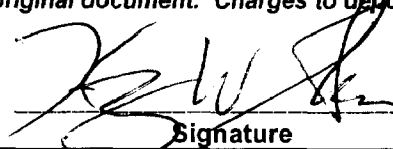
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

HARRY W. SOVA
Name of Person Signing


Signature

AUGUST 11, 1999
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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EXHIBIT A

Dr.Mag.Com (words only)	Ser. No. 75406343
DrMag.Com (words and design)	Ser. No. 75406344
Dr.Mag.Com (words only)	Ser. No. 75406345
DrMag.Com (words and design)	Ser. No. 75406342

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN THE INTELLECTUAL PROPERTY
OF**

Harry W. Sova

WHEREAS Harry W. Sova, the owner of certain trademarks as identified below (the "**Assignor**") and First National Bank ("**Lender**") entered into an Intellectual Property Security Agreement dated August 11, 1999 ("**IP Security Agreement**"), in connection with which Assignor granted to Lender a security interest in the Intellectual Property of Assignor, as defined in the IP Security Agreement of Assignor; and

WHEREAS the Assignor and Lender desire to enable Lender to perfect its security interest and to effectuate Lender's ability to exercise its rights under the IP Security Agreement upon the occurrence of an Event of Default as defined therein and in the IP Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the Assignor and Lender each hereby acknowledge, the parties enter into this collateral assignment of security interest and contingent power of attorney ("**Collateral Assignment**"):

1. The Assignor hereby grants and assigns to Lender or its successors or assigns this collateral assignment of the security interest in all of the Assignor's right, title and interest in and to its Intellectual Property, presently owned or hereafter acquired, including without limitation (a) the trademarks listed in Exhibit A hereto, (b) all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringement suits), (c) all rights corresponding thereto throughout the world, and (d) all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, now or hereafter existing; provided, however, that until the occurrence or existence of an "Event of Default", as defined in the IP Security Agreement, and further under the Assignor exercises its remedies upon the occurrence of an Event of Default in accordance with the IP Security Agreement and applicable law, the Assignor shall retain title to the Intellectual Property, subject to this Collateral Assignment, and the Lender shall hold only the contingent right to full ownership of the Intellectual Property.

2. The Assignor hereby appoints Lender as its attorney-in-fact and grants to Lender a contingent, limited power of attorney:

a. to modify and amend Exhibit A to include any after-acquired
b. trademarks and associated applications and registrations and other
Intellectual Property in the event that any such Intellectual Property is created or acquired

and owned by the Assignor while the IP Security Agreement between Assignor and Lender remains in effect; and

c. to execute, on behalf of the Assignor or any successor-in-interest, the Assignment of Intellectual Property appended hereto as Exhibit B.

3. Lender acknowledges and agrees that the foregoing contingent power of attorney extends to it the authority to execute the Assignment or to seize the patent, trademark and copyright registrations and applications for registration only upon the occurrence of the lawful exercise of its remedies under the IP Security Agreement and the occurrence of an Event of Default as defined by the IP Security Agreement.

4. Upon execution of this Collateral Assignment by both parties, Lender or its designee may record same with the U.S. Patent & Trademark Office, Assignment Branch and with such other federal and state agencies as is necessary to memorialize and perfect its security interest in the Intellectual Property. Lender shall ensure that this Collateral Assignment is recorded and indexed as evidencing a security interest and not an assignment.

5. Lender agrees that, in the event that all obligations under the IP Security Agreement are satisfied and discharged by the Assignor, the limited power of attorney granted herein shall automatically expire and Lender shall execute releases of its security interest and execute such other documents and take such additional steps as Assignor may reasonable request to ensure and record Assignor's full and unencumbered title in the Intellectual Property.

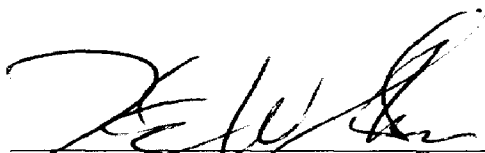
6. Assignor and the Lender each agree to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect Lender's rights under the IP Security Agreement.

7. This Collateral Assignment shall be binding upon any successor-in-interest to the parties.

8. This Collateral Assignment is intended only to memorialize or effectuate the rights and remedies available to the parties under the IP Security Agreement, and it does not amend, revise or rescind any provision of the IP Security Agreement.

[The Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties agree to the foregoing this 11 th day of August, 1999.


Harry W. Sova

Date: Aug 11, 99

Acknowledgment

On this 11 day of August, 99, before me appeared Harry W. Sova, the person who signed the foregoing instrument, who acknowledged that he signed it as a free act with authority to do so.

COMMONWEALTH OF VIRGINIA)
COUNTY OF MONTGOMERY)

Subscribed and sworn to before me this 11 day of August, 1999.

My commission expires: 10-31-2003

Melinda M. Butler
Notary Public

FIRST NATIONAL BANK

By: Mary D. Talbot

Print Name: Mary D. Talbot

Title: VP

Date: 8/11/99

Acknowledgment

On this 11 day of August, 1999, before me appeared Mary D. Tabor, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

COMMONWEALTH OF VIRGINIA)
COUNTY OF MONTGOMERY)

Subscribed and sworn to before me this 11 day of August, 1999.

My commission expires: 10-31-2003

Melissa M. Butler
Notary Public

EXHIBIT B

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS Harry W. Sova (the "*Assignor*"), has entered into an IP Security Agreement dated as of August 11, 1999 ("*IP Security Agreement*") with FIRST NATIONAL BANK ("*Lender*") in which the Assignor granted to Lender a security interest in the Intellectual Property, as defined in the IP Security Agreement;

WHEREAS, pursuant to said IP Security Agreement, the Assignor and Lender also have entered into a collateral assignment of security interest and a contingent limited power of attorney ("*Collateral Assignment*") under which Lender is authorized to execute this Assignment as the Assignor's attorney-in-fact upon the occurrence of an Event of Default as defined by the Security Agreement; and

WHEREAS an Event of Default has occurred; all conditions specified in the IP Security Agreement and otherwise in place, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-attorney have been satisfied; and Lender has elected to exercise its rights and remedies under IP Security Agreement and Collateral Assignment; and

NOW THEREFORE, pursuant to the IP Security Agreement, Collateral Assignment and contingent power-of-attorney granted therein:

1. The Assignor, by and through its attorney-in-fact as appointed by the contingent power of attorney set forth in the Collateral Assignment, hereby assigns to Lender all right, title and interest in the trademarks and associated applications and registrations of the trademarks listed on Exhibit A of that certain Collateral Assignment of Security Interest in the Intellectual Property owner by Harry W. Sova.

2. The Assignor agrees to execute such additional documents and provide such assistance as Lender may reasonably request to effectuate and perfect this assignment.

Signed this ___ day of _____, _____.

Harry W. Sova

ITS ATTORNEY-IN-FACT

Date: _____

Acknowledgment

On this ___ day of _____, _____, before me appeared _____, the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

COMMONWEALTH OF VIRGINIA)
COUNTY OF MONTGOMERY)

Subscribed and sworn to before me this ___ day of _____, _____.

My commission expires: _____

Notary Public