

05-15-2000



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4/24/00

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

Merger Effective Date
Month Day Year _____

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

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.)

FOR OFFICE USE ONLY

05/12/2000 JSHABRAZZ 00000055 75735456

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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: 002072 FRAME: 0728

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)

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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.

Erin Dean

Name of Person Signing

Erin Dean

Signature

April 19, 2000

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

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**ASSIGNMENT OF INTELLECTUAL
AND OTHER PROPERTY RIGHTS**

THIS ASSIGNMENT is made to be effective the 14th day of March, 2000, by Karen Welch Phelan (the "Assignor") for the benefit of WKGC Media, Inc., a Colorado corporation (the "Assignee").

WHEREAS, Assignor and Assignee are a principal of the corporation and the corporation itself.

WHEREAS, pursuant to the incorporation of WKGC, Assignor has agreed to deliver this Assignment providing for her assignment of certain intellectual and other property rights; and

WHEREAS, it is the intent of Assignor and Assignee to secure for Assignee hereby exclusive rights in and to all intellectual and other property pertaining to or used in the business of Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants, transfers and conveys to Assignee all right, title and interest which Assignor may now have or hereafter acquire in and to:

- (a) all inventions, any Letters Patent, pending patent applications, copyrights, trademarks, registrations and pending applications thereof, software and all items created or made, discoveries, concepts, ideas and fixed expressions thereof, whether or not patentable or registerable under copyright or other statutes, related to the business of Assignee including, without limitation, all software, source and object code, hardware, technology, products, machines, programs, process developments, formulae, methods, techniques, data and any improvements thereof;
- (b) trade secrets concerning the business, operations and/or affairs of the Assignee, data, designs, samples, past, current and planned research and development, current and planned methods and processes, client and/or customer lists and information, current and anticipated client and/or customer requirements, price lists, market studies, business plans, any information relating to computer software and programs (including architecture, design or object code and source code), together with any and all other information, however documented, that may be a trade secret of the Assignee as the term "trade secret" is defined in the Uniform Trade Secrets Act, as amended from time to time;
- (c) any and all information concerning the business and affairs of the Assignee (which includes financial statements, financial

projections and budgets), historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel and personnel training and techniques and materials, however documented;

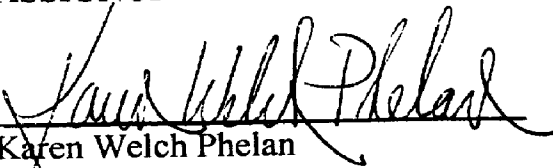
- (d) any and all notes, analysis, compilations, studies, summaries and other material prepared by or for the Assignor containing or based, in whole or in part, on any items described above; and
- (e) anything herein to the contrary notwithstanding, it is hereby acknowledged and agreed that Assignor's general skill, knowledge, training and experience do not constitute intellectual or other property rights of Assignee and, therefore, are not to be assigned to Assignee hereunder (collectively, "Retained Rights"); and nothing contained herein shall restrict, prevent or otherwise limit Assignee in using any Retained Rights in connection with any business opportunity or venture.

Assignor agrees to take such further actions and execute and deliver such other instruments and/or documents as Assignee may request from time to time in order to effectuate the assignment of the items described above and as provided for herein.

This Assignment and its terms will be binding upon the Assignor, and his heirs, legal representatives, successors and assigns.


IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the _____ day of _____, 2000

ASSIGNOR



Karen Welch Phelan

ASSIGNEE
WKGC MEDIA, INC.



Authorized Officer