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



06-30-2000

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



101393533

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 BAKER COMMUNICATIONS, INC. Execution Date
Month Day Year 05 15 2000

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

Receiving Party

Mark if additional names of receiving parties attached

Name BAKER NEWSPAPER GROUP, INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 9777 Wilshire Boulevard, Suite 707

Address (line 2) _____

Address (line 3) Beverly Hills CA 90212
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

06/29/2000 DMGUYEN 00000221 1776896
01 FC:481 40.00 DA

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: 002094 FRAME: 0689

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1778896"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

JANET HOFFMAN, Attorney



5/17/00

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARK AND TRADENAME RIGHTS

For good and valuable consideration, receipt of which is hereby acknowledged, Baker Communications, Inc., a California corporation ("Seller") and Baker Newspaper Group, Inc., a California corporation ("Buyer"), hereby enter into this Assignment of Trademark and Tradename Rights ("Assignment") and agree as follows:

Whereas Seller has adopted, used in the United States, and registered as a trademark in the United States Patent and Trademark Office the above identified mark and/or tradename (hereinafter the "Mark");

Whereas Buyer is desirous of acquiring the Mark, all registrations thereof, all pending applications relating to the registration of rights, all agreements relating thereto, and all the goodwill therein;

Now, therefore, it is mutually agreed as follows:

1. Assignment. Seller does hereby irrevocably assign unto Buyer all right, title and interest in and to the Mark held by Seller, together with all the good will of the business symbolized by the Mark, and the above identified registration relating thereto.
2. Use of Similar Marks or Tradenames. Seller agrees not to adopt, use, or register any other confusingly similar marks or tradenames to the Mark.
3. Further Assurances. Each party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Assignment of Trademark and Tradename Rights and the transactions contemplated hereby and/or to further perfect and deliver to Buyer the assignment of the Mark and all rights related thereto.
4. Special Power of Attorney. Seller grants Buyer a special power of attorney irrevocably making, constituting and appointing Buyer his attorney in fact, with all power and authority to act in Seller's name and on his behalf to execute, acknowledge and deliver and swear to in the execution, acknowledgment, delivery and filing of any instrument or document that may be reasonably required to perfect title to the Mark in Buyer.

5. Ownership and Rights. Seller represents and warrants to Buyer that it is the owner of the Mark, that it has full and exclusive right to assign the Mark and the domain name, that it has not heretofore assigned all or any of his rights to the Mark or the domain name, and that its use of the Mark does not infringe any proprietary rights of any third party.

6. Miscellaneous

- a. Successors. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b. Entire Agreement. This Assignment embodies and constitutes the entire understanding between the parties regarding the subject matter hereof and all prior and contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged into this Assignment. Neither this Assignment nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and even then, only to the extent set forth in such instrument.
- c. Headings. The headings contained in this Assignment are for reference purposes only and in no way shall effect the meaning or interpretation hereof.
- d. Notices. Any payment, notice or communication required or permitted hereunder shall be in writing and shall be given to the party at its respective address as it appears below, or such other address as such party may, from time to time, designate by notice given in the manner provided in this Section 9(d). All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; one business day after deposit with a nationally recognized overnight courier, if sent by overnight courier for next day delivery; upon confirmation of receipt of transmission, if telecopied; and five (5) calendar days after mailed, if sent by United States Mail, certified or registered, return receipt requested, postage prepaid.

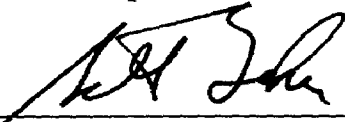
Seller: Baker Communications, Inc.
9777 Wilshire Blvd., Suite 707
Beverly Hills, CA 90212
Fax No.: (310) 271-7230

Buyer: Baker Newspaper Group, Inc.
9777 Wilshire Blvd., Suite 707
Beverly Hills, CA 90212
Fax No.: (310) 271-7230

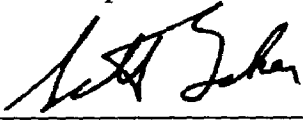
- e. Applicable Law And Interpretation. This Assignment shall be construed under and in accordance with California law (without regard to conflicts of law). Counsel for the parties hereto have fully negotiated, read and approved the terms and provisions of this Assignment. Accordingly, this Assignment shall be construed in its entirety according to its fair meaning and not strictly for or against any of the parties hereto.
- f. Attorneys' Fees. In the event that litigation ensues to enforce any of the provisions of this Assignment, or resulting from the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney fees and costs.
- g. Counterparts and Fax Signatures. This Assignment may be signed in any number of counterparts, which, when taken together, shall form and constitute one agreement. Signatures of the parties, submitted by facsimile transmission, may be used for all purposes to enforce this Assignment.

Executed this 15th day of May, 2000, at Beverly Hills, California.

Baker Communications, Inc.,
a California corporation

By: 
Seth Baker, President

Baker Newspaper Group, Inc.,
a California corporation

By: 
Seth Baker, President

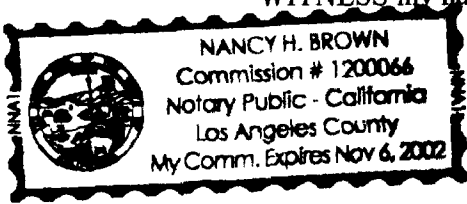
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 15 2000, before me, NANCY H. BROWN, personally appeared **SETH BAKER**,

personally known to me proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(SEAL)

Nancy H. Brown
Signature of Notary