

FORM PTO-1594 (Modified)
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

41827/23232

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

1. Name of conveying party(ies):

Laurie B. Tobin

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

Additional names(s) of conveying party(ies) Yes No

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

Name: Across Media Networks, L.L.C.

Internal Address: Building 21, Suite 300

Street Address: 1746 Cole Boulevard

City: Golden State: CO ZIP: 80401

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware Limited Liability company

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: 08/31/1999

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

A. Trademark Application No.(s)

75/426860 75/427108
75/427106 75/427316
75/427107 75/428728

Additional numbers

B. Trademark Registration No.(s)

2263824
2319792
2349038

Yes No

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

Name: Kay R. Sherman

Internal Address: Thompson Coburn LLP

Street Address: One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823

DO NOT USE THIS SPACE

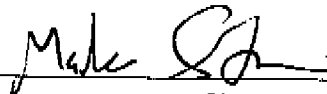
9. Statement and signature.

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.

Mark Sableman

Name of Person Signing

700002265



Signature

TRADEMARK

10/02/2000

Date

REEL: 002124 FRAME: 0739

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered into as of August 31, 1999, by Laurie B. Tobin, an individual ("Assignor") for the benefit of ACROSS MEDIA NETWORKS, L.L.C., a Delaware limited liability company ("Assignee"), in accordance with Section 5.3 of that certain Contribution Agreement dated as of August 5, 1999 ("Agreement") by and among Assignee, Electrografix - New Media, LLC, a Missouri limited liability company ("Electrografix") and all of the members of Electrografix, including Assignor. All capitalized terms used and not otherwise defined herein shall have the meanings given them in the Agreement.

WHEREAS, pursuant to the Agreement Assignee has acquired all rights in and to certain copyrighted software, referred to in the Agreement as the Related Party Assets.

WHEREAS, Assignor desires to transfer her entire ownership of the Related Party Assets and their respective copyrights to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby grants, transfers, assigns, and conveys to Assignee, its licensees, successors and assigns, all of her title, right, interest, ownership and all subsidiary rights in and to the Related Party Assets as identified on Exhibit A attached hereto, including but not limited to the right to secure copyright registration therein and to any resulting registration in Assignee's name as claimant, and the right to secure renewal, reissuance and/or extension of any such copyright or copyright registration in the United States of America or any foreign country.
2. Assignor agrees that any decisions as to whether the copyrights in the Related Party Assets shall be preserved and maintained or registered in the United States of America or any foreign country shall be at the sole discretion of the Assignee.
3. Assignor hereby confirms that Assignee, its successors and assigns, owns the entire title, rights and interest in and to the Related Party Assets, including the right to reproduce the Related Party Assets; to prepare derivative works based upon the copyrights in the Related Party Assets; to distribute the Related Party Assets, by sale, rental, lease, lending or other transfer of ownership; and to display the Related Party Assets.
4. Assignor agrees that no rights in the Related Party Assets are retained by Assignor.
5. Assignor agrees to assist and cooperate with Assignee in registration and enforcement of copyrights in the Related Party Assets, and to execute and deliver all documents requested by Assignee in connection with Assignee's ownership, registration and enforcement of

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T.E. OSINSER JR.

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copyrights in the Related Party Assets in the United States of America and any and all foreign countries.

6. Assignor agrees that Assignee's rights, title and interest in and to the Related Party Assets shall be retroactive to the date the Related Party Assets were created.

7. Assignor agrees that all terms of this Assignment apply to the Related Party Assets taken as a whole as well as to any portion or part of the Related Party Assets.

8. Assignor agrees that this Assignment constitutes a complete agreement between Assignor and Assignee and supersedes any prior oral or written agreement or understanding between the parties.

IN WITNESS WHEREOF, Assignor hereby executes this Assignment as of the date set forth above.

ASSIGNOR

Lewis B. Tobin
Lewis B. Tobin

EXHIBIT A

ELECTROHITS & CITYHITS software (including all machine and source code and as further identified in that certain Contribution Agreement by and between Across Media Networks, L.L.C., Electrografix - New Media, L.L.C. and the Members of Electrografix - New Media, L.L.C. dated August 5, 1999) including, but not limited to, the following:

Trademarks (applied for)

Electrografix New Media Logo
 Electrohits
 Cityhits
 Autohits
 Realtyhits
 Classifiedhits

Mark	Serial No.	Filing Date
Electrografix	75/427,108	2/2/98
E & Design	75/427,106	2/2/98
Cityhits	75/428,187	2/2/98
Misc. Design (Cityhits)	75/427,316	2/2/98
Electrohits	75/427,107	2/2/98
Misc. Design (Electrohits)	75/426,855	2/2/98
Classifiedhits	75/426,881	2/2/98
Realtyhits	75/428,728	2/2/98
Autohits	76/426,860	2/2/98

Copyright Registrations

Realtyhits	Vau 423-725	2/3/98
Classifiedhits	Vau 425-752	2/3/98

Source Code Copyrights (application filed with the U.S. Copyright Office on 8/24/98)

Autohits
 Cityhits
 Realtyhits
 Classifiedhits

Issued Copyright Certificates

Classifiedhits
Autohits
Realtyhits

Registration No. Txu 871-707
Registration No. Txu 871-891
Registration No. Txu 872-288

Domain Names

Cityhits.com