



10-30-2000

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Atty. Docket No.: FMCT 0100 A

For (F) 09-28-2000 U.S. Patent & TMOfo/TM Mail Rcpt Dt. #22 ON



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3 SHEET -Y

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): THE COOPER MEMPHIS GROUP, INC. 9-28-00
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State California
Other
Additional name(s) of conveying party(ies) attached? Yes [X] No

2. Name and address of receiving party(ies)
Name: KELLY PIONEER GROUP, INC.
Internal Address:
Street Address: 1270 Avenue of the Americas
City: New York State: NY ZIP: 10020
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[x] Corporation-State New York
Other

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: December 17, 1999

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,983,167
Additional numbers attached? Yes [X] No

6. Total number of applications and registrations involved: One
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
[X] Authorized to be charged to Deposit Account
8. Deposit Account number: 06-1500
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Donald B. Aiken, Esq.
Internal Address: Ford Motor Company
Street Address: Parklane Towers East, 6th Floor
City: Dearborn State: MI Zip: 48126

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.
Donald B. Aiken Signature Date September 25, 2000
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK ASSIGNMENT

WHEREAS, THE COOPER MEMPHIS GROUP, INC., a corporation organized under the laws of the State of California, having a principal place of business at 18004 Skypark Circle, Suite 170, Irvine, California 92714 (hereinafter **ASSIGNOR**) owns the trademark and service mark **AUTOMOTIVE CONSUMER SERVICES** for printed materials, namely, reports featuring automobile price information and for preparing reports and providing information and research services relating to the selection and acquisition of automobiles and United States Trademark Registration No. 1,983,167, which was registered in the United States Patent and Trademark Office on June 25, 1996; and

WHEREAS, KELLY PIONEER GROUP, INC., a corporation organized under the laws of New York, having a principal business address at 1270 Avenue of the Americas, New York, New York 10020 (hereinafter **ASSIGNEE**) is desirous of acquiring the aforesaid trademark and service mark and United States Registration No. 1,983,167 therefor, together with the goodwill of the business symbolized by this mark on behalf of an undisclosed principal;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, transfer and assign to Assignee all right, title and interest in and to the trademark and service mark **AUTOMOTIVE CONSUMER SERVICES** and United States Registration No. 1,983,167 and the goodwill symbolized by this trademark and service mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

Trademark Assignment - Page 1 of 3

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TRADEMARK
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Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringement of the trademark and service mark and the Trademark Registration No. 1,983,167 assigned herein.

Assignor further undertakes that upon the request of Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of this assignment, as well as to provide such other material, information or assistance as Assignee may reasonably deem necessary to carry out the intent of this assignment.

This assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

THE COOPER MEMPHIS GROUP

By:  _____

Charles M. Davis

Title: President

Date: DECEMBER 17, 1999

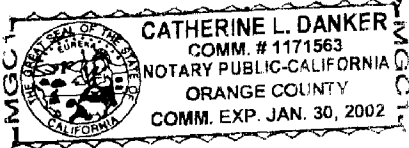
Trademark Assignment - Page 2 of 3

STATE OF CALIFORNIA :

COUNTY OF Orange :

Before me this 17th day of December, 1999, appeared Charles M. Davis, who declared that he is President of The Cooper Memphis Group, Inc. and that he is authorized to execute this Trademark Assignment on behalf of said corporation; and that he has read and understands the foregoing Trademark Assignment and has signed it as his own free act and deed and as the free act and deed of said corporation.

Catherine L. Danker
Notary Public



My Commission Expires: 01-30-02

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** TOTAL PAGE.004 **

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TRADEMARK
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