

05-14-2001



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

FORM PTO-1618A
Expires 6/30/99
OMB 0651-0027

101716031

5-8-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

MAY - 8 2001

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

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Agreement
		<input type="checkbox"/> Merger	Effective Date Month Day Year _____
		<input type="checkbox"/> Change of Name	_____
		<input type="checkbox"/> Other	_____

Conveying Party Mark if additional names of conveying parties attached

Name: James R. Guerette
Formerly: _____
Execution Date: 04/19/2001

Individual General Partnership Limited Partnership Corporation Association

Other: _____

Citizenship/State of Incorporation/Organization: United States

Receiving Party Mark if additional names of receiving parties attached

Name: True North Communications Inc.
DBA/AK/A/T/A: _____
Composed of: _____

Address (line 1): 101 E. Erie Street
Address (line 2): _____

Address (line 3): Chicago Illinois 60611
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Other: _____

Citizenship/State of Incorporation/Organization: Delaware

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.)

05/14/2001 6TON11 00000042 2230852	FOR OFFICE USE ONLY
01 FC:481 40.00 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 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: 002293 FRAME: 0775

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)

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2230852"/>	<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.

James R. Guerette
Name of Person Signing


Signature

5/8/01
Date Signed

TRADEMARK

REEL: 002293 FRAME: 0776

ASSIGNMENT

WHEREAS, BrainBug, LLC (“BrainBug”), a Connecticut Limited Liability Company, has adopted and used and has registered in the United States Patent and Trademark Office (“USPTO”) as Registration No. 2,230,852 the trademark CREATIVITY THAT WORKS to identify advertising and marketing communications services and computer database programming, graphic art design and computer-generated graphic art design services;

WHEREAS, True North Communications Inc. (“True North”), a Delaware corporation with a place of business located at 101 E. Erie Street, Chicago, Illinois 60611, employed James R. Guerette, as its agent to acquire on its behalf as an unidentified principal, all right, title and interest in and to BrainBug’s CREATIVITY THAT WORKS trademark, including federal trademark Registration No. 2,230,852 and the goodwill of the business in connection with which the CREATIVITY THAT WORKS trademark was used;

WHEREAS, BrainBug represented to James R. Guerette, as an agent for True North as an unidentified principal, that BrainBug was the sole owner of all right, title and interest in and to the CREATIVITY THAT WORKS trademark and federal trademark Registration No. 2,230,852 and that no other person or entity had any security interest or any interest of any kind in said trademark registration or had made any claims of interest thereto;

WHEREAS, James R. Guerette, c/o Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154, as an agent for True North as an unidentified principal, acquired all right, title and interest in and to said CREATIVITY THAT WORKS trademark throughout the world, including said federal trademark Registration No. 2,230,852 and the goodwill of the

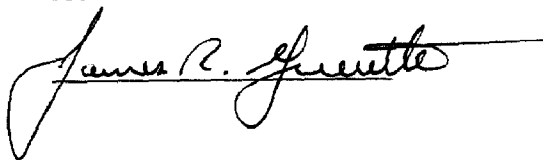
business in connection with which the CREATIVITY THAT WORKS trademark was used, pursuant to a fully executed Assignment to James R. Guerette As Agent for Unidentified Principal dated April 19, 2001, a copy of which is attached hereto as Exhibit A; and

WHEREAS, True North is now desirous of acquiring from James R. Guerette as its authorized agent all right, title and interest in and to said CREATIVITY THAT WORKS trademark throughout the world, including said federal trademark Registration No. 2,230,852 and the goodwill of the business in connection with which the CREATIVITY THAT WORKS trademark was used;

NOW THEREFORE, pursuant to his authority of agency, James R. Guerette hereby assigns to True North all right, title and interest in and to said CREATIVITY THAT WORKS trademark throughout the world, including federal trademark Registration No. 2,230,852 and the goodwill of the business of BrainBug as symbolized by said CREATIVITY THAT WORKS trademark, all of which was acquired by James R. Guerette from BrainBug as shown in Exhibit A.

Dated: April 30, 2001

JAMES R. GUERETTE

A handwritten signature in black ink that reads "James R. Guerette". The signature is written in a cursive style and is positioned below the printed name.

**ASSIGNMENT TO JAMES R. GUERETTE
AS AGENT FOR UNIDENTIFIED PRINCIPAL**

WHEREAS, BrainBug, LLC ("BrainBug"), a Connecticut Limited Liability Company, has adopted and used and has registered in the United States Patent and Trademark Office ("USPTO") as Registration No. 2,230,852 the trademark CREATIVITY THAT WORKS to identify advertising and marketing communications services and computer database programming, graphic art design and computer-generated graphic art design services;

WHEREAS, BrainBug represents and warrants to James R. Guerette, as agent for an unidentified principal, that BrainBug is the sole owner of all right, title and interest in the CREATIVITY THAT WORKS trademark and federal trademark Registration No. 2,230,852 and that no other person or entity has any security interest, or any interest of any kind in said trademark or registration or has made any claim of interest thereto, that CREATIVITY THAT WORKS is free and clear from all encumbrances, including any licenses, that BrainBug has not registered and has no pending applications for registration of the trademark CREATIVITY THAT WORKS in any other country or state, that BrainBug has not been charged with trademark or service mark infringement or unfair competition by any third party relating to use of CREATIVITY THAT WORKS, and that BrainBug is not aware of any claims, objections or protests relating to use or registration of CREATIVITY THAT WORKS; and

WHEREAS, James R. Guerette, c/o Loeb & Loeb LLP, 345 Park Avenue, New York, New York 10154, as an agent for an unidentified principal, is desirous of acquiring all right, title and interest in and to said CREATIVITY THAT WORKS trademark throughout the world and said federal trademark Registration No. 2,230,852 and the good will of the business with which the CREATIVITY THAT WORKS trademark is used;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, BrainBug hereby assigns to James R. Guerette, as an agent for an unidentified principal, all right, title and interest in and to the CREATIVITY THAT WORKS trademark, trade name and business name throughout the world, and United States trademark Registration No. 2,230,852, including the goodwill of the business of BrainBug as symbolized by said CREATIVITY THAT WORKS trademark and all rights of action both at law and in equity for past and future infringements of said trademark, *nunc pro tunc*, effective as of January 1, 2000.

BrainBug further agrees that subsequent to the execution of this Assignment, it will not use the CREATIVITY THAT WORKS trademark, trade name or business name in connection with advertising and marketing communications services and computer database programming, graphic art design and computer-generated graphic art design services, or any trademark, trade name or business name confusingly similar to CREATIVITY THAT WORKS, and it will execute any additional documents which may become necessary to fully convey all right, title and interest in and to the CREATIVITY THAT WORKS trademark, trade name or business name throughout the world and federal trademark Registration No. 2,230,852, including the goodwill of the business of BrainBug as symbolized by said CREATIVITY THAT WORKS trademark.

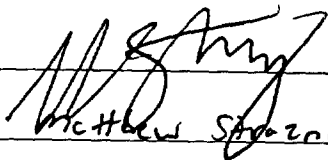
In exchange for and as full consideration for this assignment of all such rights, title and interests, James R. Guerette agrees, in his capacity as an agent for an unidentified principal, to pay the total sum of five thousand dollars (\$5,000) to BrainBug, by sending a check in that amount made payable to BrainBug LLC, c/o Outrider North America, Inc., 270 Farmington Avenue, Unit 109, Farmington, Connecticut 06032, via Federal Express overnight delivery within seven (7) days following James R. Guerette's receipt of the properly executed original

Assignment. This sum constitutes the entire amount that is due and payable from James R. Guerette pursuant to this Assignment, with no additional sums due or owed.

This Assignment Agreement represents the entire agreement of the parties, shall be governed by the laws of the State of New York, and shall be binding upon the parties, their successors and assigns.

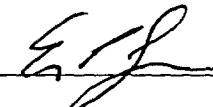
Dated: April 19, 2001

BRAINBUG, LLC

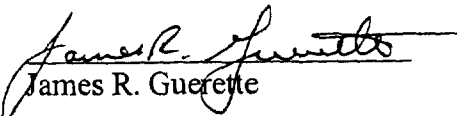
By: 
Name: Matthew Spoznitshus
Title: CEO

Acknowledged and agreed:

OUTRIDER NORTH AMERICA, INC.

By: 
Name: Eric Sprague
Title: Treasurer

Acknowledged:


James R. Guerette