

03-19-2002

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FINANCE SECTION

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  
 Change of Name

Other

Effective Date  
Month Day Year

2-20-02

**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**

Mark if additional names of conveying parties attached

Name

D/B/A/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association  
 Corporation  Association  
 Other

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.)

Citizenship/State of Incorporation/Organization

03/18/2002 6TOM11 00000164 76104256

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

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: 002463 FRAME: 0012

**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

314-259-2000

Name

Mark A. Paskar, Esq.

Address (line 1)

Bryan Cave, LLP

Address (line 2)

211 North Broadway, Suite 3600

Address (line 3)

St. Louis, MO 63102

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

5

**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)**

76104256	76104255	
75935032	75895221	

2524264	1970884	2396711
2442544	2014748	

**Number of Properties**

Enter the total number of properties involved

#

9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

240.00

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:

#

02-4467

Authorization to charge additional fees:

Yes

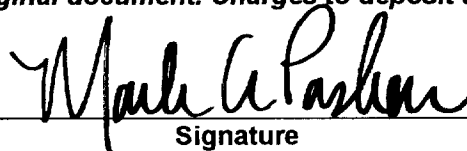
No

**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.

Mark A. Paskar

Name of Person Signing



Signature

Feb. 20, 2002

Date Signed



## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the "Assignment"), dated as of February , 2002 is by and between Small World Media, Inc., a Delaware corporation ("Assignor"), having a business address at 838 Broadway, 5<sup>th</sup> Floor, New York, New York 10003, and Vulcan Sports Media, Inc. (f/k/a Vulcan Print Media, Inc., d/b/a The Sporting News), a Delaware corporation ("Assignee"), having a business address at 10176 Corporate Square, Suite 200, St. Louis, Missouri 63132.

### RECITALS

**WHEREAS**, Small World Media, Inc., which prior to May 15, 2001, was operating an ongoing and existing business, owned, adopted, used, intended to use and was using the service marks and/or trademarks identified in Exhibit A (the "Marks"), attached hereto, in United States of America, and throughout the world, and for which the company filed applications in the United States Patent and Trademark Office for registration, and owned other transferable rights associated with its ongoing and existing business including, but not limited to, certain other intellectual property rights; and

**WHEREAS**, Vulcan Sports Media, Inc. (f/k/a Vulcan Print Media, Inc., d/b/a The Sporting News), as successor to the portion of the ongoing and existing business and goodwill to which the Marks pertain, desired to acquire all right, title, and interest, and all goodwill associated therewith, in and to the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertained; and

**WHEREAS**, Assignor assigned to Assignee all right, title and interest in and to the Marks, including any and all goodwill associated therewith, as well as all other rights associated with the portion of the ongoing and existing business to which the Marks pertained, on May 15, 2001, and, would like to further memorialize its full and complete assignment of such rights and interests to Assignee;

**NOW THEREFORE**, the parties hereto agree as follows:

1. **Assignment.** For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm that it has sold, assigned, and transferred, and does hereby further sell, assign, and transfer, to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all income, royalties, fees, damages, and payments due after May 15, 2001 or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or

TRADEMARK

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misappropriation of any of the Marks.

2. Miscellaneous. Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks, or other rights associated with the portion of the business to which the Marks pertain.

**WHEREFORE**, Assignor has caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

SMALL WORLD MEDIA, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

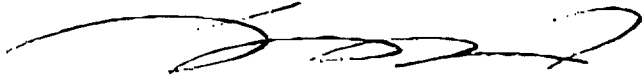
*[Handwritten Signature]*  
*SVP Business Development*

00-00-00 00:00

000 P02

State of NY )  
 ) SS  
County of Queens )

On this 19 day of February, 2002, before me, a Notary Public in and for the City of Jamaica, in the State of NY, personally appeared Adam Heron, to me known to be the officer of Small World Media, Inc. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

4/30/03

M. DANIELLE CLEMENTI  
Notary Public, State of New York  
No. 41-4848491  
Qualified in Queens County  
Commission Expires April 30, 2003

EXHIBIT A

<u>REGISTRATION/ APPLICATION NO.</u>	<u>REGISTRATION DATE</u>	<u>GOODS/SERVICES (INTERNATIONAL CLASS NO.)</u>
ADNESS 2,524,264	01/01/2002	Providing an on-line computer database in the field of computer games in the area of sports, entertainment, politics and finance via a global computer network (IC 41)
IOOPS 1,970,884	04/30/1996	Computer game software (IC 28)
.SOFTWARE 2,014,748	11/12/1996	Computer game software (IC 28)
gn 2,396,711	10/24/2000	Designing, implementing, hosting and maintaining online computer game web sites for others via a global computer network (IC 42)
THE 2,442,544	04/10/2001	Providing on-line computer games in the area of sports, entertainment, politics and finance via the world wide web (IC 41)
75/895,221	01/12/2000 (Applied)	Computer services, namely, providing information in the field of sports and providing online computer games in the field of sports via global computer network (IC 41)
75/935,032	02/15/2000 (Applied)	Providing on-line educational and entertainment services in the field of computer games, in the area of sports, entertainment, politics and finance (IC 41)
76/104,255	08/07/2000 (Applied)	Computer services, namely, designing, implementing, hosting and maintaining online computer game web sites via a global computer network; providing and an online electronic database featuring computer games (IC 42)
COM 76/104,256	08/07/2000 (Applied)	Computer services, namely, designing, implementing, hosting and maintaining online computer game web sites via a global computer network; providing and an online electronic database featuring computer games (IC 42)

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Miscellaneous Des

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