

06-26-2002

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Spencer Media, Inc.

6.14.02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: 5-17-02

2. Name and address of receiving party(ies)

Name: My New Home, Inc.

Internal

Address: _____

Street Address: 3708 Hempland Road

City: Mountville State: PA Zip: 17554

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

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)

76/337,171

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Duane Morris LLP

Internal Address: Suite 4200

Street Address: One Liberty Place

City: Phila State: PA Zip: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1679

(Attach duplicate copy of this page if paying by deposit account)

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.

Darius Gambino, Esq.

Name of Person Signing

Signature

6.7.02

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/25/2002 00000226 76337171

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TRADEMARK
REEL: 002531 FRAME: 0123

ASSIGNMENT OF TRADEMARK

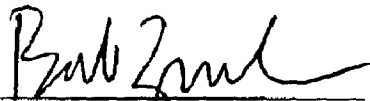
This Assignment, effective May 15, 2002, between the undersigned, **Spencer Media, Inc.**, a Pennsylvania corporation, with an address of 3708 Hempland Road, Mountville, Pennsylvania 17554 (the "Assignor"), and **My New Home, Inc.**, a Pennsylvania corporation, with an address of 3708 Hempland Road, Mountville, Pennsylvania 17554 (the "Assignee"), transfers and assigns from Assignor to Assignee, for the entire world, all right, title, and interest in and to the U.S. trademark and service mark application for the mark described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademark"), which assignment is being made to Assignee as successor to the portion of the business of Assignor to which the Trademark pertains, which business is ongoing and existing.

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest throughout the world in and to the Trademark, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademark, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademark, for the use of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.



Bob Zuckerman

Date 5/17/02

Title: Sec/Treas

Spencer Media, Inc.

SCHEDULE A

Mark

Serial No. or Registration No.

MY NEW HOME

US 76/337,171

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