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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): Marc Talon, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State California [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Power & Telephone - Clifford Company Internal Address: Street Address: 2673 Yale Avenue City: Memphis State: TN Zip: 38112 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Tennessee [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 09/23/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Serial Number: 73,216,650 B. Trademark Registration No.(s) Trademark: QUIK-PULL Reg. Number: 1,158,906 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jerome A. Broadhurst Internal Address: Armstrong Allen, PLLC Suite 700 Street Address: 80 Monroe Avenue City: Memphis State: TN Zip: 38103

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Jerome A. Broadhurst Name of Person Signing Signature Date: Oct. 24, 2003 Total number of pages including cover sheet, attachments, and document: 4

10/28/2003 EC DOPER 00000265 73216650 01 FC:8521 40.00 OP

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

TRADEMARK REEL: 002853 FRAME: 0480

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of September 23, 2003.

WHEREAS, CDI-TVC Finance, Inc., f/k/a TVC Communications, Inc., a Delaware corporation, having its principal place of business at 800 Airport Road, Annville, Pennsylvania 17003 (the "Assignor") and Power & Telephone Supply Company, a Tennessee corporation, having its principal place of business at 2673 Yale Avenue, Memphis, Tennessee 38112 ("P&T"), are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 5, 2003;

WHEREAS, effective September 16, 2003, P&T assigned its rights (but not its obligations) under the Purchase Agreement to Power & Telephone – Clifford Company, a Tennessee corporation ("Assignee"); and

WHEREAS, Marc Talon, Inc., a California corporation and an affiliated company of Assignor ("Talon"), is the registered owner of the trademark set forth on the attached Schedule A (the "Trademark").

NOW, THEREFORE, as a condition precedent to the consummation of the transactions contemplated under the Purchase Agreement, for \$10.00 cash in hand, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

(1) the Assignor and Talon, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, their entire right, title and interest in, to and under the Trademark, together with the good will of the business appurtenant thereto and symbolized by said Trademark, and

(2) the Assignor and Talon authorize and request the Commissioner of the United States Patent and Trademark Office ("USPTO") and any official of any country or countries foreign to the United States ("Foreign Offices"), whose duty is to issue trademark registrations on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument, and

(3) Assignor and Talon covenant and agree that, after the date of this Assignment, Assignor and Talon will provide Assignee with any further deeds of assignment or other documents reasonably required to complete the transfer of title therein to Assignee, in form suitable for recordation in the USPTO or applicable Foreign Offices.

* * *

Schedule A

Properties

UNITED STATES

Trademarks/Trademark Applications

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
QUIK-PULL	1,158,906	06/30/1981