

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies):</p> <p>Mayer-Johnson, Inc. P.O. Box 1579 Solana Beach, CA 92075</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State: California</p> <p>Additional name(s) attached? No</p>	<p>2. Name and address of receiving party(ies)</p> <p>MJ1-LLC 2100 Wharton Street, Suite 400 Pittsburgh, Pennsylvania 15203</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Limited Liability Company - Delaware <input type="checkbox"/> Corporation - State:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) and address(es) attached? No</p>
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3. Nature of Conveyance:  Assignment  Security Agreement  Change of Name  Merger  
 Other (specify):

Execution Date: 5/13/2004

4. Application number(s) and/or registration number(s):

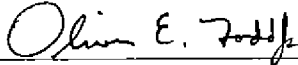
The document relates to Trademark Application No.(s):  
76/569,238 BOARDMAKER  
76/569,240 MAYER-JOHNSON, INC. & DEVICE  
76/569,275 PCS  
78/405,510 PICTURE COMMUNICATIONS SYMBOLS

The document relates to Registration No.(s):  
2,226,493 HAND HELD VOICE

Additional numbers attached  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Oliver E. Todd, Jr. MacMillan, Sobanski &amp; Todd, LLC One Maritime Plaza, Fourth Floor 720 Water Street Toledo, Ohio 43604</p> <p>Docket: 1-24676</p>	<p>6. Total number of applications and registrations involved: 5</p> <p>7. Total Fee (37 CFR 3.14)</p> <p>Recordal Fee: \$140.00</p> <p>Please charge the recordal fee to MacMillan, Sobanski &amp; Todd, LLC, Deposit Account No. 13-0005</p>
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8. 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.*

Oliver E. Todd, Jr.  5/19/04  
Name of Person Signing Signature Date

CH \$140.00 130005 76569238

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is executed as of this [ ] day of May, 2004, by and between Mayer-Johnson, Inc., a California corporation, having a place of business at P.O. Box 1579, Solana Beach, California 92075 ("Assignor") and MJ1-LLC, a Delaware limited liability company, having a place of business at 2100 Wharton Street, Suite 400, Pittsburgh, Pennsylvania ("Assignee").

WHEREAS, Assignor owns certain trademarks which are registered or pending as applications in the United States Patent and Trademark Office as follows:

<u>Trademark</u>	<u>Registration No.</u>	<u>Class</u>	<u>Registration Date</u>
HAND HELD VOICE	2,226,493	9	February 23, 1999
<u>Trademark</u>	<u>Application No.</u>	<u>Class</u>	<u>Application Date</u>
BOARDMAKER	76/569,238	9	January 12, 2004
MAYER-JOHNSON, INC. & DESIGN	76/569,240	9 & 16	January 12, 2004
PCS	76/569,275	9 & 16	January 12, 2004
PICTURE COMMUNICATIONS SYMBOLS	78/405,510	9 & 16	April 21, 2004

WHEREAS, Assignor, Assignee and certain other parties entered into the Agreement for Purchase of Assets dated as of October 21, 2003, as further amended from time to time (the "Asset Purchase Agreement");

WHEREAS in connection with the Asset Purchase Agreement, Assignee is desirous of acquiring the entire right, title and interest in and to all trademarks, service marks, trade names, corporate names, domain names, logos, trade dress and other source indicators

Trademark Assignment of Mayer-Johnson, Inc.  
Page 2 of 3

associated with the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation the trademark registration and applications listed herein and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith;

THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Hundred Dollars (\$100.00) to it in hand paid, and other good and valuable consideration, including that specified in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged:

- 1) Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers unto the said Assignee, its successors or assigns, all of its right, title and interest in and to:
  - a) all U.S. and foreign trademarks, service marks, trade names, corporate names, domain names, logos, trade dress and other source indicators relating to the Purchased Assets, including without limitation the trademark registration and applications listed above and all registrations, applications, renewals and extensions that may be granted thereon, together with all common-law rights and the goodwill of the business connected therewith;
  - b) rights, privileges and priorities provided under United States, state, foreign or multinational law, compact, treaty, protocol, convention or organization with respect to the foregoing, including the right to obtain renewals, extensions or other legal protections pertaining to same; and
  - c) rights to sue at law or in equity for any infringement, dilution or other unauthorized use or conduct in derogation of the foregoing occurring prior to the date of this Assignment, including the right to receive all proceeds and damages therefrom.
- 2) This Assignment is effective as of the date hereof. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further actions necessary to protect, vest and record good, valid and marketable title to the rights and interests assigned hereby in Assignee in all applicable agencies.

Trademark Assignment of Mayer-Johnson, Inc.  
Page 3 of 3

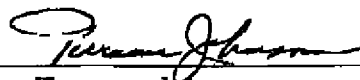
3) This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflict of laws.

4) If any provision of this Assignment or the application of such provision to any person or circumstance shall be invalid, illegal or unenforceable to any extent, then the remainder of this Assignment and the application of such remainder shall not be affected and shall be enforceable to the fullest extent permitted by law.

5) This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

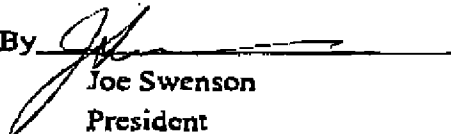
This Assignment is executed at this 12<sup>th</sup> day of May, 2004.

MAYER-JOHNSON, INC., a California corporation

By   
Terrance Johnson  
President

(Corporate Seal)

MJI- LLC, a Delaware limited liability company

By   
Joe Swenson  
President