

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Correction of chain of title because of errant filing

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VNU BUSINESS MEDIA, INC.	ASM COMMUNICATIONS, INC. and also f/k/a BPI COMMUNICATIONS, INC.	07/21/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VIDEO MONITORING SERVICES OF AMERICA, L.P.
Composed Of:	COMPOSED OF VIDEO MONITORING SERVICES OF AMERICA, INC., A NEW YORK CORPORATION and WAGWYN ASSOCIATES CORP., A DELAWARE CORPORATION
Street Address:	330 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED PARTNERSHIP: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1379492	ADBANK

CORRESPONDENCE DATA

Fax Number: (973)491-3408

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 973-491-3326

Email: blp@stjohnlaw.com

Correspondent Name: Brian L. Petrequin, Esq.

Address Line 1: Two Penn Plaza East, 10th Floor

Address Line 2: St. John & Wayne, L.L.C.

Address Line 4: Newark, NEW JERSEY 07105-2249

ATTORNEY DOCKET NUMBER:

5059.30

NAME OF SUBMITTER:

Brian L. Petrequin, Esq.

900013465

TRADEMARK
REEL: 002948 FRAME: 0292

CH \$40.00 1379492

Total Attachments: 8

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TRADEMARK
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: ADBANK

Reg. No.: 1379492

Serial No.: 73529254

Filed: March 28, 1985

Honorable Commissioner of Patents and Trademarks
Washington, D.C. 20231

DECLARATION

I, Eric Rubenstein, Assistant Corporate Secretary of VNU Business Media, Inc. state as follows:

1. VNU Business Media, Inc. ("VNU") is the successor in interest to ASM Communications ("ASM") and the successor-in-interest of BPI Communications.
2. ASM Communications assigned all right, title, and interest in the above-referenced mark "ADBANK" on February 20, 1998 to Video Monitoring Services of America ("VMS").
3. VMS filed said Assignment with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 5 identified by Reel/Frame No. 2113/0841.
4. ASM erroneously executed an Assignment to BPI Communications, Inc. on December 4, 2001 and filed said Assignment with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 6 identified by Reel/Frame No. 2552/0144.
5. BPI Communications, Inc. erroneously executed an Assignment to VNU Business Media, Inc. on December 4, 2001 and filed said Assignment with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 7 identified by Reel/Frame No. 2611/0964.
6. VNU admits that Assignment 6 and Assignment 7 were made in error and as such VNU admits and acknowledges that VMS is the proper owner of all right, title, and interest in the mark "ADBANK".
7. All statements made herein of my own knowledge are true, all statements made herein of information and belief are believed to be true, and further these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the day and year set opposite my signature.

VNU Business Media, Inc.

By:

Title:

Signature:

Date:

Eric Rubenstein
Assistant Corporate Secretary

[Signature]
7/21/04

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 21 day of July, 2004 by and between VNU BUSINESS MEDIA, INC. (hereinafter "VNU"), as successor to ASM COMMUNICATIONS, INC. (hereinafter "ASM"), having its principal place of business at 770 Broadway, New York, New York, 10003 and VIDEO MONITORING SERVICES OF AMERICA (hereinafter "VMS"), having its principal place of business at 330 West 42nd Street, New York, New York 10036.

WHEREAS, VMS has represented that it has been continuously using the mark "ADBANK" in interstate commerce;

WHEREAS, ASM transferred its ownership in the mark "ADBANK" to VMS as codified in the purchase agreement between VMS and ASM dated 1/11/1996 (hereinafter "Asset Purchase Agreement");

WHEREAS, ASM and VMS have executed an Assignment of the mark "ADBANK" on February 20, 1998 (attached as Appendix A) assigning ASM's entire interest to VMS and VMS duly filed said Assignment with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 5 (attached as Appendix B);

WHEREAS, ASM erroneously executed an Assignment to BPI Communications, Inc. on December 4, 2001 and filed said Assignment with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 6 (attached as Appendix B);

WHEREAS, BPI Communications, Inc. erroneously executed an Assignment to VNU on December 4, 2001 and filed said Assignment with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 7 (attached as Appendix B);

WHEREAS, VNU admits that Assignment 6 and Assignment 7 were made in error and VMS and VNU wish to correct the improper filings in accordance with the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the premises and mutual promises hereof, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Admissions and Representations

- a. VNU, admits and acknowledges that ASM and VMS have executed an Assignment of the mark "ADBANK" on February 20, 1998 whereby ASM assigned its entire right and interest to VMS.
- b. VNU admits and acknowledges that VMS filed the Assignment between ASM and VMS with the United States Patent and Trademark Office as referenced in the Trademark Assignment Abstract of Title, Assignment 5.
- c. VNU admits and acknowledges that the Assignment related to the mark "ADBANK" between ASM and BPI Communications, Inc. dated December 4, 2001 and the Assignment related to the mark "ADBANK" between BPI Communications, Inc. and VNU were improper as neither ASM nor BPI Communications, Inc. held any interest in the mark "ADBANK" that could be reflected in a valid assignment.

- d. VNU admits that it does not and has not used the mark "ADBANK" in interstate commerce and does not intend to use the mark "ADBANK" in the future.

2. Documentation to Effectuate Clean Title

VNU shall do all things which may be necessary to establish or document VMS' proper ownership of the mark "ADBANK", including, but not limited to, execution of appropriate documents necessary to carry out the terms of this Agreement.

3. Breach

Should VNU commit a material breach of any obligation hereunder, VMS shall notify VNU by written notice within 10 days of the discovery of the breach and VNU shall be responsible for VMS' attorneys' fees related to the enforcement of this Agreement if VNU does not cure such breach within 10 days of receiving written notice.

4. Other Agreements

VNU represents that to the best of its knowledge, it has not signed any other agreement which may be in conflict with this Agreement, but that in any event VNU will protect VMS' interest under this Agreement if those interests are compromised by any other agreement VNU has signed.

5. Section Headings

The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

6. Governing Law

The interpretation and enforcement of this Agreement shall be governed solely by the laws of the State of New York with total disregard for principals of conflict of laws.

7. Severability

If any provision of this Agreement shall be deemed invalid, illegal or incapable of being performed be reason of any rule of law, statute, regulation or public policy, then that provision shall be deleted or revised to the extent legally permissible to reflect the original intention of the parties. In any case, the provision which is invalid, illegal or incapable of being performed shall not invalidate the entire Agreement, and the rest of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as set forth below.

VNU Business Media, Inc.

By: Eric Rubenstein
Title: Assistant Corporate Secretary
Signature: [Signature]
Date: July 21, 2004

Video Monitoring Services of America

By: Peter Wenman
Title: CEO
Signature: [Signature]
Date: 7/21/2004



United States Patent and Trademark Office

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Trademark Assignment Abstract of Title

Total Assignments: 8

Serial #: 73529254

Filing Dt: 03/28/1985

Reg #: 1379492

Reg. Dt: 01/21/1986

Registrant: ASM COMMUNICATIONS, INC.

Mark: ADBANK

Assignment: 1

Reel/Frame: 0622/0490

Received:

Recorded: 10/21/1988

Pages: 8

Conveyance: RELEASE OF A SECURITY INTEREST RECORDED AT REEL 553, FRAMES 260-296. (SEE RECORD FOR DETAILS)

Assignor: MANUFACTURERS HANOVER TRUST COMPANY

Exec Dt: 10/13/1988

Entity Type: A BANKING
CORPORATION

Citizenship: NEW YORK

Entity Type: CORPORATION

Citizenship: NEW YORK

Assignee: AMS COMMUNICATIONS, INC.

49 EAST 21ST STREET

NEW YORK, NEW YORK 10010

Correspondent: PANITCH SCHWARZE JACOBS & NADEL
FIVE PENN CENTER PLAZA, 36TH FLOOR
1601 MARKET STREET
PHILADELPHIA, PA 19103

Assignment: 2

Reel/Frame: 0622/0458

Received:

Recorded: 10/21/1988

Pages: 13

Conveyance: SECURITY INTEREST

Assignors: FIDELITY BANK, NATIONAL ASSOCIATIONComposed of: COMPOSED OF SEE ATTACHED SHEET FOR
REMAINING ASSIGNORS.ASM COMMUNICATIONS INC.Composed of: COMPOSED OF SEE ATTACHED SHEET FOR
REMAINING ASSIGNORS.VISIONS UNLIMITED CORP.Composed of: COMPOSED OF SEE ATTACHED SHEET FOR
REMAINING ASSIGNORS.NEW ENGLAND ADVERTISING WEEK, INC.Composed of: COMPOSED OF SEE ATTACHED SHEET FOR
REMAINING ASSIGNORS.Assignee: FIDELITY BANK, NATIONAL ASSOCIATION

Exec Dt: 10/14/1988

Entity Type: UNKNOWN

Citizenship: NONE

Exec Dt: 00/00/0000

Entity Type: UNKNOWN

Citizenship: NONE

Exec Dt: 00/00/0000

Entity Type: UNKNOWN

Citizenship: NONE

Exec Dt: 00/00/0000

Entity Type: UNKNOWN

Citizenship: NONE

Entity Type: UNKNOWN

Citizenship: NONE

Correspondent: PANITCH, SCHWARZE, JACOBS, ET AL.
FIVE PENN CENTER PLAZA, 36TH FLOOR
1601 MARKET STREET

PHILADELPHIA, PA 19103

Assignment: 3**Reel/Frame:** 0639/0963**Received:****Recorded:** 02/03/1989**Pages:** 0**Conveyance:** SECURITY INTEREST**Assignors:** ASM COMMUNICATIONS, INC.VISIONS UNLIMITED CORP.NEW ENGLAND ADVERTISING WEEK, INC.NEW ENGLAND ADVERTISING & SALES PROMOTION SHOWS, INC.ALLEN-PACIFIC COMPANY**Assignee:** FIDELITY BANK, NATIONAL ASSOCIATION**Correspondent:** PANITCH SCHWARZE JACOBS & NADEL
1601 MARKET STREET
PHILADELPHIA, PA 19103**Assignment: 4****Reel/Frame:** 0838/0760**Received:****Recorded:** 12/26/1991**Pages:** 7**Conveyance:** RELEASE BY SECURED PARTY**Assignor:** FIDELITY BANK, NATIONAL ASSOCIATION**Assignees:** ASM COMMUNICATIONS, INC.VISIONS UNLIMITED CORPORATIONNEW ENGLAND ADVERTISING WEEK, INC.NEW ENGLAND ADVERTISING SALES PROMOTION SHOWS, INC.ALLEN-PACIFIC COMPANY, THE**Correspondent:** KUHN AND MULLER
THE CHRYSLER BLDG.
405 LEXINGTON AVE.
32ND FLOOR**Exec Dt:** 01/18/1989**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Exec Dt:** 00/00/0000**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Exec Dt:** 00/00/0000**Entity Type:** CORPORATION**Citizenship:** MASSACHUSETTS**Exec Dt:** 00/00/0000**Entity Type:** CORPORATION**Citizenship:** MASSACHUSETTS**Exec Dt:** 01/18/1989**Entity Type:** CORPORATION**Citizenship:** CALIFORNIA**Entity Type:** UNKNOWN**Citizenship:** NONE**Exec Dt:** 12/24/1991**Entity Type:** SEE DOCUMENT FOR
DETAILS**Citizenship:** NONE**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** CORPORATION**Citizenship:** MASSACHUSETTS**Entity Type:** CORPORATION**Citizenship:** MASSACHUSETTS**Entity Type:** CORPORATION**Citizenship:** CALIFORNIA

NEW YORK, NY 10174

Assignment: 5**Reel/Frame:** 2113/0841**Received:** 08/03/2000**Recorded:** 06/27/2000**Pages:** 2

Conveyance: DOCUMENT PREVIOUSLY RECORDED ON REEL 1698, FRAME 0032 CONTAINED AN ERROR TRADEMARK REGISTRATION NO. 1379254, DOCUMENT RE-RECORDED TO CORRECT ERROR ON STATED REEL: TRADEMARK REGISTRATION NO. 1379492.

Assignor: ASM COMMUNICATIONS, INC.**Exec Dt:** 02/20/1998**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Assignee:** VIDEO MONITORING SERVICES OF AMERICA

330 WEST 42ND STREET

NEW YORK, NEW YORK 10036

Correspondent: OSTROLENK, FABER, GERB & SOFFEN, LLP

CHARLES P. LAPOLLA

1180 AVENUE OF THE AMERICAS

NEW YORK, NEW YORK 10036-8403

Assignment: 6**Reel/Frame:** 2552/0144**Received:** 07/31/2002**Recorded:** 07/29/2002**Pages:** 4**Conveyance:** MERGER**Assignor:** ASM COMMUNICATIONS, INC.**Exec Dt:** 12/04/2001**Entity Type:** CORPORATION**Citizenship:** NEW YORK**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** BPI COMMUNICATIONS, INC.

770 BROADWAY

NEW YORK, NEW YORK 10003-9595

Correspondent: ST. ONGE STEWARD JOHNSTON, ET AL.

GENE S. WINTER, ESQ.

986 BEDFORD ST.

STAMFORD, CT 06905-5619

Assignment: 7**Reel/Frame:** 2611/0964**Received:** 11/07/2002**Recorded:** 11/04/2002**Pages:** 4**Conveyance:** MERGER**Assignor:** BPI COMMUNICATIONS, INC.**Exec Dt:** 12/04/2001**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** VNU BUSINESS MEDIA, INC.

770 BROADWAY

NEW YORK, NEW YORK 10003-9595

Correspondent: ST. ONGE STEWARD JOHNSTON & REENS LLC

GENE S. WINTER

986 BEDFORD STREET

STAMFORD, CONNECTICUT 06905-5619

Assignment: 8**Reel/Frame:** 2473/0440**Received:** 04/03/2002**Recorded:** 04/02/2002**Pages:** 9**Conveyance:** SECURITY AGREEMENT**Assignor:** VIDEO MONITORING SERVICES OF AMERICA, L.P.**Exec Dt:** 03/26/2002

Assignee: FLEET NATIONAL BANK
750 WALNUT AVENUE
CRANFORD, NEW JERSEY 07016

Correspondent: ST. JOHN & WAYNE, L.L.C.
BRIAN L. PETREQUIN, ESQ.
2 PENN PLAZA EAST, 10TH FLR.
NEWARK, NJ 07105

Entity Type: LIMITED PARTNERSHIP
Citizenship: NEW YORK
Entity Type: NATIONAL BANKING
ASSOCIATION
Citizenship: NONE

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