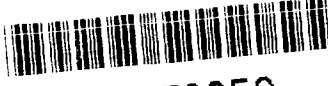


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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DEPARTMENT OF COMMERCE 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):

Cass Recruitment Media, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Career Recruitment Media, Inc.

Internal Address:

Street Address: 1800 Sherman Ave., Suite 400

City: Evanston State: IL Zip: 60201

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/10/01

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,493,059,

1,752,456

Additional number(s) attached Yes No

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

Name: Jeffrey Kosci

Internal Address:

Wildman, Harrold, Allen & Dixon

Street Address: 225 West Wacker Drive

City: Chicago State: IL Zip: 60606-1229

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Jeffrey Kosci Name of Person Signing

Signature

10/17/02 Date

Total number of pages including cover sheet, attachments, and document: 4

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Thomson Information, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: 8/20/98

2. Name and address of receiving party(ies)

Name: Cass Communications, Inc.

Internal Address:

Street Address: 1800 Sherman Pl.

City: Evanston State: IL Zip: 60201-3769

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Illinois
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)

B. Trademark Registration No.(s) 1,493,059

Additional number(s) attached Yes No

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

Name: Jeffrey Kosc

Internal Address:

Wildman, Harrold, Allen & Dixon

Street Address: 225 West Wacker Drive

City: Chicago State: IL Zip: 60606-1229

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:

232126

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9. Signature.

Jeffrey Kosc

Name of Person Signing

Signature

10/17/02 Date

Total number of pages including cover sheet, attachments, and document: 4

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(Rev. Jan. 1999)

Jesse White  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-1832

Remit payment in check or money order, payable to "Secretary of State."

The filing fee for restated articles of amendment - \$100.00

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ARTICLES OF AMENDMENT

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JESSE WHITE  
SECRETARY OF STATE

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Secretary of State

Date 9/10/01  
Franchise Tax \$  
Filing Fee\* \$25.00  
Penalty \$  
Approved: [Signature]

1. CORPORATE NAME: Cass Recruitment Media, Inc.



2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on \_\_\_\_\_ (Month & Day) 2001 (Year) in the manner indicated below. ("X" one box only)

- By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Notes 4 & 5)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 5)

3. TEXT OF AMENDMENT:

a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article I: The name of the corporation is:

Career Recruitment Media, Inc.

(NEW NAME)

All changes other than name, include on page 2 (over)

(Box 195)

**Text of Amendment**

- b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

N/A

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: (If not applicable, insert "No change")

No change

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: (If not applicable, insert "No change")

No change

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amendment is as follows: (If not applicable, insert "No change")

No change

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

(Complete either Item 6 or 7 below. All signatures must be in **BLACK INK.**)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_, 2001  
 \_\_\_\_\_  
 (Month & Day) (Year)  
 attested by \_\_\_\_\_  
 (Signature of Secretary or Assistant Secretary)  
 Alan M. Weisman, Secretary  
 (Type or Print Name and Title)

Cass Recruitment Media, Inc.  
 \_\_\_\_\_  
 (Exact Name of Corporation at date of execution)  
 by \_\_\_\_\_  
 (Signature of President or Vice President)  
 Alan M. Weisman, President  
 (Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_  
 (Month & Day) (Year)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## INTELLECTUAL PROPERTY ASSETS ASSIGNMENT

WHEREAS, Thomson Information Inc., having its office at c/o Peterson's, 202 Carnegie Center, Princeton, New Jersey 08540 ("Seller") is the owner of certain intellectual and other property, together with the rights therein, used in connection with the Business, which is listed on the attached Schedules which are made a part hereof (the "Intellectual Property"); and,

WHEREAS, Cass Communications, Inc., a corporation organized and existing under the laws of the State of Illinois, having an address at 1800 Sherman Place, Evanston, Illinois 60201-3769 ("Buyer"), is desirous of acquiring said Intellectual Property. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Assets Purchase Agreement, dated the date hereof, between Seller and Buyer (the "Purchase Agreement")

NOW, THEREFORE, effective August 28, 1998, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller assigns to Buyer, all of its right, title and interest in each of the following:

(i) The domain names "Careertech.com", "minoritymba.com", "blackmba.com" and "graduatingengineer.com" and the URL "[www.careertech.com](http://www.careertech.com)" with all associated HTML, files, scripts and graphics (the "Website") and all proprietary content prepared exclusively for use on the Website, but excluding all rights to link to other sites, technology or content of Seller;

(ii) all lists of advertisers and/or ad agencies, recipients, suppliers and prospects, and all other lists, files and marketing and promotion materials used exclusively in the Business, including without limitation, all data files contained in Seller's resume distribution system and magazine distribution system;

(iii) subject to the final paragraph of this Assignment, including, without limitation, as listed in Schedule 1.1(v), all copyrights, tradenames, trademarks, and service marks related exclusively to the Publications or the Website, whether registered or unregistered, including, without limitation, the exclusive rights to the names of the Publications and Website and, any registrations and applications therefore and all goodwill associated therewith (collectively, "Intellectual Property");

(iv) subject to the final paragraph of this Assignment, including, without limitation, as listed on Schedule 1.1(vi), all trade secrets, proprietary information, software and computer programs and source codes, object codes, HTML code, scripts, systems documentation and user manuals used exclusively in the Business (collectively, "Technology");

(v) all other assets, properties, and rights of every kind (other than the assets described in the final paragraph of this Assignment) used exclusively in the Business by Seller on the Closing Date, known or unknown, fixed or unfixed, choate or inchoate, accrued, absolute, contingent or otherwise, whether or not specifically referred to in this Assignment; and

(vi) all of the goodwill of the Seller relating to the Business.

TRADEMARK

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Anything in this Assignment to the contrary notwithstanding, there shall be excluded from the assets, properties, rights and business to be transferred to the Buyer hereunder (a) all names, trademarks, service marks, or logos containing "Peterson's" or "Thomson" (subject to the limited license to use the name "Peterson's Magazine Group" in accordance with Section 7.8 of the Purchase Agreement), (b) any and all trade secrets, proprietary information, software and computer programs and source codes, object codes, systems documentation and user manuals related to Seller's revenue tracking system, resume distribution system and magazine distribution system for the Business, (c) all databases, business, technology or other assets linked from the Website to Seller's other sites, (d) except as set forth in Schedule 1.1(xi) to the Purchase Agreement, all off-the shelf non-customized software, including without limitation, Perl and (e) any other assets or agreements not used exclusively in the Business (collectively, the "Excluded Assets").

THOMSON INFORMATION INC.

By: May Satze  
Title: CEO

CASS COMMUNICATIONS, INC.

By: Michael Korman  
Title: President

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## Schedule 1.1 (v) Intellectual Property

### Copyrights

All publications listed in Schedule 1.1 (i)  
Graduating Engineer January through April issues  
*registration date 4/14/98 attached*

### Trademarks

Engineering Horizons	#1,699,053	7/ 7/92
Graduating Engineer	#1,493,059	6/21/88

### Domain Names

careertech.com  
blackmba.com  
minoritymba.com  
graduatingengineer.com