

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Paw Print Direct Marketing, Inc.
2451 Lively Boulevard
Elk Grove Village, IL 60007-6726

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

Citizenship Delaware

Execution Date(s) September 30, 2005

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

3. Nature of conveyance:

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

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: SourceLink Chicago, LLC
 Internal Address: _____
 Street Address: 2451 Lively Boulevard
 City: Elk Grove Village
 State: IL
 Country: USA Zip: 60007-6726

- Association - Citizenship _____
- General Partnership - Citizenship _____
- Limited Partnership - Citizenship _____
- Corporation - Citizenship _____
- Other Limited Liability Company
Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

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

A. Trademark Application No(s).
76213125

B. Trademark Registration No(s).

| | | |
|----------------|----------------|----------------|
| 2762385 | 2506996 | 2591114 |
| 2692204 | 2821573 | 2586902 |

Additional numbers attached? Yes No

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

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
 Four Times Square
 New York, New York 10036
 Tel: (212) 735-2656
 Fax: (917) 777-2656
 EZiff@skadden.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 1.21(h) and 3.41) **\$160**

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 091050/0001)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Philip H. Bartels

9. Signature.

Elaine D. Ziff
Signature

Elaine Ziff, Esq.

Name of Person Signing

October 6, 2005
Date

Total number of pages including cover sheet, and documents:

4

GH \$190.00 192385 76213125

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS dated as of September 30, 2005 (the "Trademark Assignment"), is entered into by PAW PRINT DIRECT MARKETING, INC., a Delaware corporation located at 2451 Lively Boulevard, Elk Grove Village, IL 60007-6726 (the "Assignor") and SOURCELINK CHICAGO, LLC, a Delaware limited liability company located at 2451 Lively Boulevard, Elk Grove Village, IL 60007-6726 (the "Assignee").

WHEREAS, the Assignor owns (a) certain trademarks and service marks, including those which are subject of registrations and applications for registration which are listed on Appendix 1 attached hereto and incorporated herein by reference (the "Marks"), (b) all of the elements of package or trade dress associated with the Marks and the goods and services of the Assignor (the "Trade Dress"); and (c) the goodwill symbolized by and connected with the use of the Marks and the Trade Dress; and

WHEREAS, pursuant to the Foreclosure and Partial Settlement Agreement dated as of September 30, 2005, by and among the Assignors the Assignee, and various other parties, named therein, the Assignor has agreed to sell, grant, bargain, convey, confirm, assign, transfer and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title and interest in and to the Marks and the Trade Dress.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sell, grant, bargain, convey, confirm, assign, transfer and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignor, all of the Assignor's right, title, and interest in and to the Marks and Trade Dress throughout the world, including all registrations and applications thereof, goodwill symbolized by and connected with the use thereof, the right to conduct business under the Marks and Trade Dress, including the right to license others the right to conduct business under the Marks and Trade Dress, the portion of the business of the Assignor to which any intent-to-use application pertains, and all rights to sue, counterclaim, and to collect damages and payments for claims of past, present, and future infringements, dilutions, unfair competition or misappropriations thereof, and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks and Trade Dress, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives.

The Assignor hereby agrees to execute upon the request of the Assignee such additional documents as are necessary to register and otherwise give full effect to the rights of the Assignee under this Trademark Assignment in and to the Marks and Trade Dress worldwide, including all documents necessary to record in the name of the Assignee the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed as of September 21, 2005.

PAW PRINT DIRECT MARKETING, INC.,

By: [Signature]
Name: Thomas E. Hill
Title: Chief Restructuring Officer
Its duly authorized officer

STATE OF ILLINOIS
COUNTY OF Cook

On this 21 day of September, 2005, before me, the undersigned notary public, personally appeared Thomas E. Hill, as Chief Restructuring Officer of PAW PRINT DIRECT MARKETING INC., proved to me through satisfactory evidence of identification which was his driver's license, to be the person whose name is on the foregoing Trademark Assignment, and acknowledged to me that he signed it voluntarily, for and on behalf of PAW PRINT DIRECT MARKETING INC., for its stated purpose.

[Signature]
Notary Public

My commission expires: 6/19/09
{AFFIX NOTARIAL SEAL}

"OFFICIAL SEAL"
LAWANNA D. CARTER
Notary Public, State of Illinois
My Commission Expires 05/19/09

Appendix 1

Trademark Registrations and Applications

| Country | Mark | Reg. No. (App. No.) | Reg. Date (App. Date) |
|---------|-------------|------------------------|--------------------------|
| U.S. | PLANET TRAC | 2,762,385 | 9/9/2003 |
| U.S. | IMAGIN | 2,506,996 | 11/13/2001 |
| U.S. | INFINI | 2,591,114 | 7/9/2002 |
| U.S. | IREPORTS | 2,692,204 | 3/4/2003 |
| U.S. | TELETRAC | 2,821,573 | 3/9/2004 |
| U.S. | IBROADCAST | 2,586,902 | 6/25/2002 |
| U.S. | IDIRECT | (76-213,125) | (2/21/2001) |