

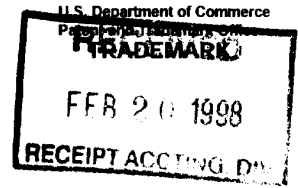
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2) _____

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other _____
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

02/25/1998 JSNADAZZ 00000006 1892025 40.00 DP
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FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1892025"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Paul I. Menes
Name of Person Signing


Signature

2/17/98
Date Signed

RECEIVED

APR 15 1997

MENES LAW CORP

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

THIS ASSIGNMENT is made and entered into this 4th day of OCTOBER, 1995, by and among NORTHWORD PRESS, INC., a Wisconsin corporation (the "Buyer"), WORLD DISC PRODUCTIONS, INC., a Washington corporation (the "Seller") and the Shareholders of the Seller (the "Shareholders").

Pursuant to that certain Asset Purchase Agreement (the "Agreement") dated October 4, 1995 by and among the Buyer, the Seller and Shareholders of the Seller, the Seller has agreed to sell and the Buyer has agreed to purchase the Subject Business and the Subject Assets (as each such term is defined in the Agreement). Section 4.3(a)(x) of the Agreement requires each of the Seller and the Shareholders to assign to the Buyer its rights in and to all trademark and trademark applications used in the Subject Business, free and clear of all liens, claims and encumbrances.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Seller and the Shareholders does hereby sell, assign, transfer and set over unto the Buyer, its successors and assigns, the entire right, title and interest in and to all United States and foreign trademarks and trademark applications that are utilized in connection with the Subject Business's, including without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto together with all goodwill

associated therewith (all of said trademarks and trademark applications and rights thereto being referred to herein as the "Trademark Rights"). This Assignment includes all claims for damages by reason of past infringement of the Trademark Rights and the right to sue for and collect damages for the Buyer's own use of the Trademark Rights and for the use of the Trademark Rights by the Buyer's successors, assigns or other legal representatives.

In addition, each of the Seller and the Shareholders do hereby covenant and agree that it will assist the Buyer, at the Buyer's reasonable expense, in any interference, litigation or other proceeding involving any and all of the Trademark Rights and also covenants and agrees to execute and deliver to the Buyer, at the Buyer's expense, any and all additional documents and papers and perform any further acts necessary to vest in the Buyer the rights hereby conveyed.

This Assignment shall be binding upon the parties hereto, their respective legal representatives, heirs, successors and assigns.

The Parties agree that if any provision of this Assignment shall under any circumstances be deemed invalid or inoperative, this Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment as of this 4th day of October, 1995.

SELLER:

WORLD DISC PRODUCTIONS, INC.

By: Richard Hooper, CEO
(Title)

SHAREHOLDERS

Richard Hooper
Richard Hooper

Sharon Hooper
Sharon Hooper

BUYER:

NORTHWORD PRESS, INC.

By: Robert J. Bella
Robert J. Bella,
Vice President and Chief
Operating Officer