

12-23-1998



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U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**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  
12 15 98

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
12 15 98

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  Corporation  Association

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.)

12/23/1998 DNGUYEN 00000031 2125329

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 75.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

**TRADEMARK**  
REEL: 1831 FRAME: 0358

**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

617-248-5000

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="2125329"/>	<input type="text" value="2116002"/>	<input type="text"/>
<input type="text" value="2119565"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2112275"/>	<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.

Steven M. Smith

12/15/98

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of this 15th day of December, 1998 by and between Moose River Publishing Company, a Vermont corporation having a principal place of business at 50 Bay Street, St. Johnsbury, Vermont 08950 ("Assignor"), and MRP Acquisition LLC, a Delaware limited liability company having a principal place of business at One International Place, Suite 1450, Boston, MA 02110 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks, trademark registrations and goodwill appurtenant thereto listed on Schedule A hereto and all variations thereof (the "Marks");

WHEREAS, Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm and record such acquisition by Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title and interest of Assignor in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Mark had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

2. Further Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries; and (4) in the implementation or perfection of this Agreement.

3. Miscellaneous. This Agreement represents the entire agreement and understanding between the parties and may not be amended except by the written agreement of the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective as of the date first above written.

MOOSE RIVER PUBLISHING COMPANY

By: [Signature]

Title: President

STATE OF Vermont)

December 14, 1998

COUNTY OF Caledonia)

Then personally appeared the above-named Francis Calet, President of Moose River Publishing Company, and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

[Signature]  
Notary Public

My Commission Expires 2-10-1999

MOOSE RIVER PUBLISHING COMPANY

*Daniel Hurley*

By: *Robert A. Ginsburg, Attorney in Fact*

Title: *Vice-President*

STATE OF *Vermont*

December *14*, 1998

COUNTY OF *Caledonia*

*Robert A. Ginsburg, Attorney in Fact for  
Moose River Publishing Company*

Then personally appeared the above-named *Robert A. Ginsburg*, *Vice President* of  
Moose River Publishing Company, and acknowledged the foregoing instrument to be the free  
act and deed of said corporation, before me,

*Kimberly T. Gidycz*  
Notary Public

My Commission Expires *2-10-1999*

SCHEDULE A

Federal Registration

Registration No.: 2,125,329  
Registered: December 30, 1997  
Expiration Date: December 29, 2007  
Trademark: "Turf West" logo  
Registrant: NEF Publishing Company  
Class: 16

Registration No.: 2,119,565  
Registered: December 9, 1997  
Expiration Date: December 8, 2007  
Trademark: "Turf Central" logo  
Registrant: NEF Publishing Company  
Class: 16

Registration No.: 2,112,274  
Registered: November 11, 1997  
Expiration Date: November 10, 2007  
Trademark: "Turf North" logo  
Registrant: NEF Publishing Company  
Class: 16

Registration No.: 2,116,002  
Registered: November 25, 1997  
Expiration Date: November 24, 2007  
Trademark: "Turf South" logo  
Registrant: NEF Publishing Company  
Class: 16