

4.10.99

04-16-1999

1329-0002



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

1. Name of conveying party(ies):
 Country Sampler, Inc.
 (formerly Sampler Publications, Inc.)
 707 Kautz Road
 Saint Charles, Illinois 60174

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Illinois
 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: April 1, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application Nos.: 75/622,376; 75/622,377;
 75/424,427; and 75/424,428

2. Name and address of receiving party(ies):
 Name: Emmis Publishing, L.P.
 Internal Address: One Emmis Plaza, Suite 700
 40 Monument Circle
 Indianapolis, Indiana 46204
 Street Address: _____

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

B. Trademark registration No.(s)
 1,508,087 and 1,838,419

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: E. Victor Indiano
 Internal Address: Intellectual Property Department
 Bose McKinney & Evans LLP
 Street Address: 2700 First Indiana Plaza
 135 North Pennsylvania Street
 Indianapolis, Indiana 46204

6. Total number of applications and registrations involved:
 Six (6)

7. Total fee (37 CFR 3.41):.....\$165.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 02-3223. Commissioner authorized to charge any defect in fees, or credit overpayment to said deposit account.

(Attach duplicate copy of this page if paying by deposit account)

04/15/1999 JSHMRAZZ 00000138 75622376

01 FC 481 40.00 OP
02 FC 482 125.00 OP

DO NOT USE THIS SPACE

9. State 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.

E. Victor Indiano _____
 Name of Person Signing Signature Date

[Handwritten Signature] *[Handwritten Date: 7 April 99]*

Total number of pages including cover sheet, attachments and document: 3

TRADEMARK
REEL: 1883 FRAME: 0716

ASSIGNMENT OF TRADEMARKS

ASSIGNOR: Country Sampler, Inc. (*formerly* Sampler Publications, Inc.)
(An Illinois Corporation)
707 Kautz Road
Saint Charles, Illinois 60174

ASSIGNEE: Emmis Publishing, L.P.
(An Indiana Limited partnership)
One Emmis Plaza, Suite 700
40 Monument Circle
Indianapolis, Indiana 46204

Assigned Trademarks:

COUNTRY SAMPLER	Reg. No. 1,508,087
COUNTRY SAMPLER'S COUNTRY BUSINESS	Reg. No. 1,838,419
COUNTRY SAMPLER DECORATING IDEAS	Appl. No. 75/622,376
COUNTRY SAMPLER'S DECORATING IDEAS	Appl. No. 75/622,377
THE COUNTRY SAMPLER STORE	Appl. No. 75/424,427
THE COUNTRY SAMPLER STORE (Stylized)	Appl. No. 75/424,428

The Assignor is using (or has a bona-fide intent to use) the Trademarks set forth above, as well as additional marks set forth in Schedule 2.1(a) of the Agreement, and is owner of the Trademark Registrations and Trademark Applications for the Trademarks, which registrations and applications are also set forth above (collectively referred to herein as the "Assigned Trademarks"). The Assignee desires to acquire the Assigned Trademarks together with the good will of the business with which said Assigned Trademarks are used, and the Assignor desires to assign all of its rights in the Assigned Trademarks (and the Goodwill) to the Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, said Assignor by these presents, sells, transfers, conveys, and assigns unto Assignee, its successors and assigns, its entire right, title and interest in and to all of said Assigned Trademarks identified herein, all Registrations and Applications for Registration therefor, any renewals and extensions thereof, the goodwill or the business in connection with which said Assigned Trademarks are used and which are symbolized by the Assigned Trademarks including all causes of action for

