

05-25-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/200)

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U.S. DEPARTMENT OF COMMERCE  
U.S. 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):

Woodall Publishing Company, L.P.

5-21-01

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

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

2. Name and address of receiving party(ies)

Name: Woodall Publications Corporation

Internal

Address:

Street Address: 2575 Vista Del Mar

City: Ventura State: CA Zip: 93001

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Delaware
- 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: May 16, 1994

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1, 141, 743

711, 273

Additional number(s) attached  Yes  No

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

Name: Christine L. Lofgren, Esq.

Internal Address:

Jeffer, Mangels, Butler & Marmaro LLP

Street Address: 2121 Ave. of the Stars,

10th Floor

City: Los Angeles State: CA Zip: 90067

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:

10-0440

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

DO NOT USE THIS SPACE

9. 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.

Christine L. Lofgren, Esq.

*Christine L. Lofgren*

May 17, 2001

Name of Person Signing

Signature

Date

5

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

05/24/2001 BBYRNE 00000239 1141745

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FD:481 40.00 OP  
02 FD:482 25.00 OP

TRADEMARK  
REEL: 002303 FRAME: 0495

## ASSIGNMENT

WHEREAS, Woodall Publishing Company, L.P. ("Assignor"), a Delaware limited partnership, located at 28167 North Keith Drive, Lake Forest, Illinois 60045-5000, is the successor of Woodall Publishing Company, by assignment, to the trademarks which are identified in Schedule A hereto (the "Trademarks") and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks; and

WHEREAS, Assignor has adopted and used the Trademarks in its business; and

WHEREAS, Woodall Publications Corporation ("Assignee"), a Delaware corporation, located and doing business at 28167 North Keith Drive, Lake Forest, Illinois 60045-5000, desires the entire right, title and interest in and to the Trademarks and the registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor sells, assigns and transfers to Assignee the entire right, title, and interest in, to and under the Trademarks and the registrations therefor, all of which are listed on Schedule A attached hereto, together with the goodwill of the business connected with the use of and symbolized by the Trademarks and the right to sue and recover for past infringement of the Trademarks.

FURTHER, Assignor agrees to execute and provide promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee Assignor's rights in those Trademarks identified in Schedule A hereto, and in partial satisfaction of this covenant,

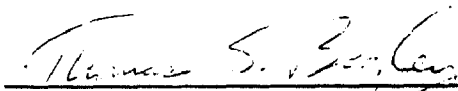
will execute a limited power of attorney empowering Thomas S. Bagley to execute on its behalf all documents, assignments, authorizations or agents and further powers of attorney required to effectuate the purpose of this transaction.

IN WITNESS WHEREOF, the Assignor has executed this instrument.

Dated: May 16, 1994

WOODALL PUBLISHING COMPANY, L.P.

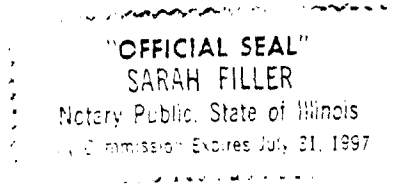
By: Its General Partner,  
WOODALL GROUP, INC.

By:   
Thomas S. Bagley, President

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

On this 16th day of May, 1994, before me appeared Thomas S. Bagley, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation with authority to do so.

  
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Notary Public



**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
TRAILER TRAVEL (Stylized)	599,374	Dec. 14, 1954
WOODALL'S	711,273	Feb. 14, 1961
TRAILERING PARKS AND CAMPGROUNDS (Supplemental Register)	849,195	May 14, 1968
TRAILS-A-WAY	918,080	Aug. 10, 1971
CAMPGROUND MANAGEMENT	1,141,743	Nov. 25, 1980