

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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):  
Advertising Unlimited Inc.  
1000 Highway 4 South  
Sleepy Eye, MN 56085

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State (Minnesota)  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Bill of Sale, Assignment & Assumption Agreement  
and June 3, 2003 Declaration of John A. Menchaca II  
Execution Date: December 28, 2002

2. Name and address of receiving party(ies)  
Name: Norwood Operating Company  
Internal Address: \_\_\_\_\_

Street Address: 106 East 6th Street, Suite 300  
City: Austin State: TX Zip: 78701

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 separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
  
B. Trademark Registration No.(s)  
1,754,165  
1,987,179  
2,006,473  
2,028,873  
2,080,377

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Conrad A. Hansen  
Moore, Hansen & Sumner  
Internal Address: \_\_\_\_\_  
Street Address: 2900 Wells Fargo Center  
90 South Seventh Street  
City: Minneapolis State MN Zip: 55402

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41) ..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
13-4300

(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.*

Conrad A. Hansen                      Conrad A Hansen                      6-9-2003  
Name of Person Signing                      Signature                      Date

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

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office  
P. O. Box 1450, Alexandria VA 22313-1450

CH \$140.00 134300 1754165

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**<sup>1</sup>IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Registrant: Advertising Unlimited, Inc.

Registration Nos.: 1,754,165; 1,987,179; 2,006,473; 2,028,873; and 2,080,377

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Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

**DECLARATION OF JOHN A. MENCHACA II**

1. Declarant, John A. Menchaca II, is an attorney duly licensed to practice law in the State of Texas, and is with the law firm of Jenkins & Gilchrist, 2200 One American Center, 600 Congress Avenue, Austin, Texas 78701
2. Declarant is General Counsel to Norwood Operating Company, a Delaware corporation having offices at 106 East Sixth Street, Suite 300, Austin, Texas 78701.
3. Declarant is familiar with the business and legal affairs of Norwood Operating Company with respect to the business transaction by which Norwood Operating Company acquired certain assets of Advertising Unlimited, Inc., as set out in a Bill of Sale attached hereto and dated December 28, 2002.

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<sup>1</sup> I, K.J. Rostberg, hereby certify that this correspondence is being transmitted by facsimile to the United States Patent and Trademark Office, Mail Stop Assignment Recordation Services, Facsimile No. 703/306-5995.

Date: June 9, 2003  
\_\_\_\_\_  
K. J. Rostberg

**TRADEMARK**  
**REEL: 002665 FRAME: 0535**

4. Declarant has reviewed the attached Bill of Sale dated December 28, 2002.
5. Declarant, of his own knowledge, confirms that prior to December 28, 2002, Advertising Unlimited, Inc. was the record owner of U.S. Registrations 1,754,165; 1,987,179; 2,006,473; 2,028,873; and 2,080,377, and that the attached Bill of Sale dated December 28, 2002 transferred registrations 1,754,165; 1,987,179; 2,006,473; 2,028,873; and 2,080,377 to Norwood Operating Company.

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both under 18 USC § 101, and that such willful false statements and the like may jeopardize the validity of this document, declares that all statements made of his own knowledge are true and that all statements made on information and belief are believed to be true.

Respectfully submitted,

Date: 6/3/03

By   
John A. Menchaca II

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENT THAT:

This Bill of Sale, Assignment and Assumption Agreement (this "Assignment") is made and entered into as of the 28<sup>th</sup> day of December 2002, by and between Advertising Unlimited, Inc., a Minnesota corporation (the "Transferor"), and Norwood Operating Company, a Delaware corporation (the "Transferee"). This Assignment is being given in connection with the dividend and contribution contemplated by that certain Transfer Agreement, dated of even date herewith, by and between Transferee and Transferor (the "Agreement"). Capitalized terms that are defined in the Agreement and that are used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

1. In consideration of the receipt of \$10.00, the covenants of Transferee hereunder, and other good and valuable consideration in hand paid by Transferee to Transferor, the receipt and sufficiency of which are hereby acknowledged and confessed by Transferor, Transferor does hereby assign, transfer, set over, convey, and deliver to Transferee and its successors and assigns, effective as of the Effective Time, all right, title and interest in and to all of the assets, properties and rights under agreements, contracts, licenses, leases or otherwise, of any kind and description, wherever located, whether real, personal or mixed, whether tangible or intangible, belonging to Transferor and/or used in the Business, other than the Excluded Assets (the "Assets"), which Assets shall include but not be limited to the following:

(a) any and all accounts receivable of, and other evidences of indebtedness owing to or by, Transferor existing at and as of the Effective Time, including without limitation, that certain Promissory Note in the original principal amount of \$7,000,000 executed by Transferor in favor of General Electric Capital Corporation (the "Note");

(b) any and all cash of Transferor;

(c) any and all indentures, leases, subleases, licenses, permits, authorizations or other contracts, agreements or instruments, whether written or oral, and rights thereunder, to which Transferor is a party or by which any of the Assets are bound (other than those included within the Excluded Assets);

(d) any of the following: (i) any and all claims, deposits, refunds, causes of action, rights of recovery, rights of set off and rights of recoupment, and (ii) any and all franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights;

(e) any and all inventory, wherever located, owned by Transferor or subject to open purchase orders consisting of parts or work in progress;

(f) any and all supplies owned by Transferor;

(g) any and all tangible personal property and fixed assets, including, without limitation, any equipment, leasehold improvements, computers, furniture, software, machinery, tooling, dies, instruments, motor vehicles, computers, spare parts, replacement parts and trade

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fixtures, owned or leased by Transferor, wherever located, including without limitation, that certain Heidelberg SP2026 Web Offset Press;

(h) any and all businesses and financial records, books, ledgers, files, plans, documents, customer lists, supplier lists, correspondence, lists, plots, architectural plans, drawings, notebooks, specifications, creative materials, advertising and promotional materials, marketing materials, studies, reports, equipment repair, maintenance or service records of Transferor and other proprietary or confidential information or data relating to the Business or any other Assets, whether written or electronically stored or otherwise recorded;

(i) any and all patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets, proprietary information, technology rights and licenses, proprietary rights and processes, know-how, research and development in progress, and any and all other intellectual property, all things authored, discovered, developed, made, perfected, improved, designed, engineered, devised, acquired, produced, conceived or first reduced to practice and that pertain to or are used in the Business or that are relevant to an understanding or to the development of the Business or to the performance by the products of the Business of their intended functions or purposes, whether tangible or intangible, in any stage of development, including, without limitation, enhancements, designs, technology, improvements, inventions, works or authorship, formulas, processes, routines, subroutines, techniques, concepts, object code, flow charts, diagrams, coding sheets, source code, listings and annotations, programmers' notes, information, work papers, work product and other materials or any types whatsoever, and all rights of any kind in or to any of the foregoing including all goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions;

(j) any and all real property (including the Real Property), improvements, fixtures and fittings thereon, easements, rights of way and other appurtenant rights thereto (such as appurtenant rights in and to public streets), if any, used in, intended for use in, or required to be used in connection with, the operation of the Business;

(k) any and all rights with respect to leasehold interests and subleases and rights thereunder relating to the real and personal property, used in, intended for use in, or required to be used in connection with, the operation of the Business;

(l) any and all prepaid rentals, deposits and other prepaid expenses of Transferor including, without limitation, software licenses, software maintenance fees and property taxes relating to the fixed assets included within the Assets; and

(m) any and all other property, tangible or intangible, real, personal or mixed, which have been historically reflected in the books and records of Transferor.

**2. TRANSFEREE IS ACQUIRING AND HEREBY ACCEPTS THE ASSETS "AS IS, WHERE IS" AND "WITH ALL FAULTS." ACCORDINGLY, TRANSFEROR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED**

**BY LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND INCLUDING ANY WARRANTY, GUARANTY, REPRESENTATION OR WARRANTY OF, AS TO, OR CONCERNING THE NATURE AND CONDITION OF THE ASSETS AND THE SUITABILITY THEREOF FOR ANY PURPOSE.**

3. In addition to its other undertakings pursuant to the Agreement, Transferee hereby assumes and agrees to pay, perform and discharge all of the Assumed Obligations (including the indebtedness evidenced by the Note) and to defend, indemnify and hold Transferor harmless with respect to any expense, damage or claim relating to or arising from the Assumed Obligations.

4. This Assignment will be binding upon and will inure to the benefit of the parties hereto and the respective successors and permitted assigns. Except for the parties to this Assignment, no person or entity is or shall be entitled to bring any action to enforce any provision of this Assignment against any of the parties.

5. This Assignment shall be governed by the laws of the State of Texas, without resort to the conflict of law principles thereof.

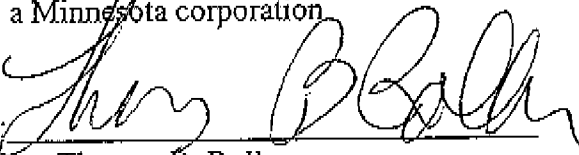
6. This Assignment may be executed in multiple counterparts, each in which will be deemed an original and all of which taken together will constitute but a single instrument. A facsimile signature shall be deemed an original for all purposes.

*[This space intentionally left blank.]*

EXECUTED to be effect as of the date first written above.

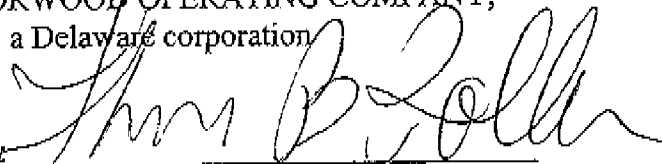
**TRANSFEROR:**

ADVERTISING UNLIMITED, INC.,  
a Minnesota corporation

By:   
Thomas B. Roller,  
Chief Executive Officer

**TRANSFeree:**

NORWOOD OPERATING COMPANY,  
a Delaware corporation

By:   
Thomas B. Roller,  
Chief Executive Officer

*[Signature Page to Bill of Sale]*