

03-20-2003



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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

3-19-03

St. Martin's Press, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 3, 2003

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

A. Trademark Application No.(s)
THE OFFICIAL BLUE BOOK 76/419284

Additional number(s) attached Yes No

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

Name: Fish & Neave

Internal Address: Rebecca B. Gibbs, Esq.

Street Address: 1251 Avenue of the Americas

City: New York State: NY Zip: 10020

2. Name and address of receiving party(ies)

Name: H.E. Harris, L.L.C.

Internal Address:

Street Address: 3101 Clairmont Road, Suite C

City: Atlanta State: GA Zip: 30329

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Alabama limited liability company

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)
WHITMAN & Design (Eagle Logo) 1,682,133

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
06-1075

DO NOT USE THIS SPACE

9. Signature.

Rebecca B. Gibbs, Esq.
Name of Person Signing

Rebecca B. Gibbs
Signature

March 14, 2003
Date

Total number of pages including cover sheet, attachments, and document: 5

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

03/19/2003 DRYRNE 00000234 76419284

01 FC:8521
02 FC:8522

40.00 OP
225.00 OP

TRADEMARK
REEL: 002696 FRAME: 0936

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FINANCE SECTION

Trademark Assignment from St. Martin's Press to
H.E. Harris, L.L.C.

Trademark	Application or Registration Number
THE OFFICIAL RED BOOK	76/419,283
WHITMAN CLASSIC	1,715,693
WHITMAN & Design (Globe Logo)	865,788
WHITMAN & Design (Globe Logo)	869,328
WHITMAN	874,728
WHITMAN	902,121
THE OFFICIAL RED BOOK OF UNITED STATES COINS	1,199,543
THE OFFICIAL BLUE BOOK OF UNITED STATES COINS	1,199,542

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of February 3, 2003 (this "Assignment") between St. Martin's Press, LLC, a New York limited liability company ("Assignor"), and H. E. Harris, L.L.C., an Alabama limited liability company ("Assignee").

WHEREAS, pursuant to the Acquisition Agreement, dated as of January 21, 2003 between the Assignor and the Assignee, the Assignor has agreed to, among other things, transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to the marks listed on the attached Schedule A (collectively, the "Marks"); and

WHEREAS, the Assignor wishes to transfer, sell and assign to the Assignee all of the Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. The Assignee shall hold and enjoy all of the Assignor's rights and privileges with respect to the Marks, including the right to sue for and receive all damages from past infringements of the Marks.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents, in customary form, that may be reasonably required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

Signature page follows

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

ST. MARTIN'S PRESS, LLC

By:



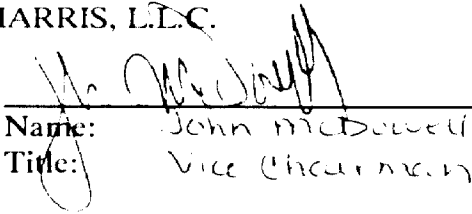
Name: Steve Cohen

Title: SVP and COO

ACCEPTED:

H. E. HARRIS, L.L.C.

By:



Name: John McDowell

Title: Vice Chairman