

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Syndications, Inc.		05/19/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Sherwood Partners, Inc.
Street Address:	1849 Sawtelle Blvd
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	76175007	URBAN CARRIER
Registration Number:	2657889	PUBLISHERSCHOICE.COM
Registration Number:	2589486	GLUCOSAMEND
Registration Number:	2643552	ROGERS & WEBSTER COLLECTIBLES
Registration Number:	2643551	ROGERS & WEBSTER COLLECTIBLES
Registration Number:	2242365	THE ULTIMATE AQUARIUM VIDEO
Registration Number:	2240107	THE ULTIMATE FIREPLACE VIDEO
Registration Number:	2168293	WORLD'S MOST EXOTIC TRAVEL DESTINATIONS
Registration Number:	2149687	CUTEST CAT CAPERS
Registration Number:	2432441	HARD HAT HARRY'S
Registration Number:	2190185	WORLD'S GREATEST TRAIN RIDE VIDEOS
Registration Number:	2190184	WORLD'S GREATEST TRAIN RIDE VIDEOS
Registration Number:	2017097	PUBLISHERS CHOICE VIDEO
Registration Number:	2126476	HEALTHSTYLE
Registration Number:	1872362	HARD HAT HARRY

CH \$640.00 76175007

Registration Number:	1866588	AMAZING BREAKTHROUGHS IN HEALTH
Registration Number:	1884053	AMERICAN FAMILY
Registration Number:	1500017	LADY ROYALE
Registration Number:	1484768	ROGERS & WEBSTER
Registration Number:	1445671	PUBLISHERS CHOICE
Registration Number:	1677930	PUBLISHERS CHOICE
Registration Number:	1670226	PUBLISHERS CHOICE
Registration Number:	760749	AMERICAN FAMILY
Registration Number:	2625987	COMFORT CARRY-ALL
Registration Number:	2523351	AMERICAN FAMILY

CORRESPONDENCE DATA

Fax Number: (212)692-1021
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bashort@duanemorris.com
 Correspondent Name: William R. Hansen
 Address Line 1: 380 Lexington Avenue
 Address Line 4: New York, NEW YORK 10168

ATTORNEY DOCKET NUMBER:	1676-00004
NAME OF SUBMITTER:	Bridget A. Short

Total Attachments: 6
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GENERAL ASSIGNMENT

This GENERAL ASSIGNMENT is made as of the 19th day of May, 2003, by National Syndications, Inc., a Delaware corporation ("Assignor"), to Sherwood Partners, Inc., a California corporation ("Assignee"), in accordance with the laws of the State of Delaware ("Applicable Law").

WITNESSETH:

Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, forever, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real and personal, and any interest or equity therein (collectively, the "Assigned Assets"), including, but not limited to, all merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor.

Nothing herein shall prevent the Assignor or any affiliate of Assignor from filing any final returns that may be required with the U.S. Treasury Department or any other taxing agency.

Assignee is hereby authorized at any time after the signing hereof by Assignor, in conformity with Applicable Law, to sell and dispose of the Assigned Assets at such time and upon such terms as it may see fit, and to pay to creditors of Assignor pro rata, the net proceeds arising from the sale and disposal of the Assigned Assets, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of the Assigned Assets and any indebtedness which under the law is entitled to priority of payment.

Assignee shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit the Assigned Assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee shall consider necessary or advisable.

Assignor and Assignee acknowledge that certain of the Assigned Assets may be subject to restrictions on the use or transfer thereof, the unauthorized use or transfer of which may result in damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")).

Assignor hereby declares that the powers and authority granted to Assignee herein are coupled with an interest and are not and shall not be revocable by Assignor in any manner for any reason whatsoever.

Assignee acknowledges and agrees that the Assigned Assets are being assigned "AS IS, WHERE IS, WITH ALL FAULTS" and Assignee has not relied and will not rely on, and Assignor is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information with respect to the Assigned Assets except as expressly set forth herein.

After the date hereof, Assignor shall promptly forward to Assignee all mail, telegrams, and other communications, and all other expenses or other packages, addressed to Assignor or its agents.

From time to time after the date hereof, at the request of Assignee, Assignor, shall, without consideration, deliver such further instruments of transfer and shall take such other action as Assignee may reasonably request in order to convey more effectively any of the Assigned Assets.

This Assignment shall be governed by the laws of the State of Delaware and is being made in connection with the dissolution of Assignor under the laws of Delaware.

This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

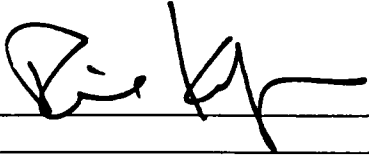
IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number:

NATIONAL SYNDICATIONS, INC.

Assignor

Federal # 13-4083526

By: 
Its: _____

The foregoing assignment was acknowledged before me this 19th day of May, 2003, by Richard Kaufman of National Syndications, Inc., as assignor, for the purposes therein expressed.

[Signature of Notary Public] 
[Print, Type, or Stamp Commissioned Name of Notary Public]

JILLIAN WALSH
Notary Public, State of New York
No. 02WA6082934
Qualified in Queens County
Commission Expires November 4, 2006

**SHERWOOD PARTNERS, INC., SOLELY
IN THE CAPACITY OF ASSIGNEE FOR
THE BENEFIT OF CREDITORS OF
NATIONAL SYNDICATIONS, INC., AND
NOT INDIVIDUALLY**

By: _____
Its: _____

The foregoing assignment was acknowledged before me this ___ day of May, 2003, by _____ of Sherwood Partners, Inc., solely in the capacity of assignee for the benefit of creditors of National Syndications, Inc., and not individually, for the purposes therein expressed.

[Signature of Notary Public]
[Print, Type, or Stamp Commissioned Name of Notary Public]

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

Assignor's Federal Tax I.D. Number: NATIONAL SYNDICATIONS, INC.
Assignor
Federal # _____

By: _____
Its: _____

The foregoing assignment was acknowledged before me this ____ day of May, 2003, by _____ of National Syndications, Inc., as assignor, for the purposes therein expressed.

[Signature of Notary Public]
[Print, Type, or Stamp Commissioned Name of Notary Public]

**SHERWOOD PARTNERS, INC., SOLELY
IN THE CAPACITY OF ASSIGNEE FOR
THE BENEFIT OF CREDITORS OF
NATIONAL SYNDICATIONS, INC., AND
NOT INDIVIDUALLY**

By: [Signature]
Its: P.S.

The foregoing assignment was acknowledged before me this 19 day of May, 2003, by MICHAEL A. MAIDY of Sherwood Partners, Inc., solely in the capacity of assignee for the benefit of creditors of National Syndications, Inc., and not individually, for the purposes therein expressed.

[Signature of Notary Public]
[Print, Type, or Stamp Commissioned Name of Notary Public]

[Signature]



[Signature Page to the General Assignment]

SCHEDULE OF TRADEMARKS

<u>MARK</u>	<u>REG. NO.</u>
PUBLISHERSCHOICE.COM	2,657,889
GLUCOSAMEND	2,589,486
ROGERS & WEBSTER COLLECTIBLES (Stylized)	2,643,552
ROGERS & WEBSTER COLLECTIBLES	2,643,551
THE ULTIMATE AQUARIUM VIDEO	2,242,365
THE ULTIMATE FIREPLACE VIDEO	2,240,107
WORLD'S MOST EXOTIC TRAVEL DESTINATIONS and Design	2,168,293
CUTEST CAT CAPERS	2,149,687
HARD HAT HARRY'S	2,432,441
WORLD'S GREATEST TRAIN RIDE VIDEOS and Design	2,190,185
WORLD'S GREATEST TRAIN RIDE VIDEOS	2,190,184
PUBLISHERS CHOICE VIDEO and Design	2,017,097
HEALTHSTYLE	2,126,476
HARD HAT HARRY	1,872,362
AMAZING BREAKTHROUGHS IN HEALTH	1,866,588
AMERICAN FAMILY	1,884,053
LADY ROYALE	1,500,017
ROGERS & WEBSTER	1,484,768
PUBLISHERS CHOICE	1,445,671
PUBLISHERS CHOICE	1,677,930

PUBLISHERS CHOICE	1,670,226
AMERICAN FAMILY	760,749
COMFORT CARRY-ALL (Stylized)	2,625,987
AMERICAN FAMILY	2,523,351

<u>MARK</u>	<u>SER. NO.</u>
URBAN CARRIER	76/175,007