

11-19-2003

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102604252

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

1. Name of conveying party(ies): MY NEW HOME, INC. 11-17-03
Individual(s) Association General Partnership Limited Partnership Corporation-State PA Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: CLIPPER MAGAZINE, INC. Internal Address: Street Address: 3708 Hempland Road City: Mountville State: PA Zip: 17554
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State PA 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: October 30, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)
See Exhibit "A" attached
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andy P. Berger, Esq. Internal Address: STEVENS & LEE Street Address: 111 North Sixth Street P.O. Box 679 City: Reading State: PA Zip: 19603

7. Total fee (37 CFR 3.41).....\$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

9. Signature. Andy P. Berger, Esq. Name of Person Signing Signature November 6, 2003 Date
DO NOT USE THIS SPACE
Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002865 FRAME: 0852

SCHEDULE "A" TO
ASSIGNMENT OF REGISTERED TRADEMARKS

SCHEDULED TRADEMARKS

1. United States Registered Marks.

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Status</u>
MY NEW HOME	2,739,667	November 8, 2001	LIVE

2. Canada Registered Marks.

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Status</u>
MY NEW HOME	1140,151	May 8, 2002	PENDING

ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") made as of the 30th day of October, 2003 by MY NEW HOME, INC., a Pennsylvania corporation ("Assignor"), to CLIPPER MAGAZINE, INC., a Pennsylvania corporation ("Assignee").

BACKGROUND

Assignor is the sole owner of certain registered trademarks as reflected in the records of (1) the United States Patent and Trademark Office and (2) the Canadian Intellectual Property Office, a Special Operating Agency of Industry Canada, all as more fully described on Schedule "A" attached hereto (the "Scheduled Trademarks").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, Assignor's entire right, title and interest in, to and under the Scheduled Trademarks, together with all of the goodwill and the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses only in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement of reasonable out-of-pocket expenses in connection with clause (b) of this Section 2), Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee or its counsel may reasonably request in order to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringements thereof.

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[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of Assignee. Any assignment which contravenes this Section 3 shall be void.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

MY NEW HOME, INC.

By Steven J. Zuckerman
Steven J. Zuckerman, President

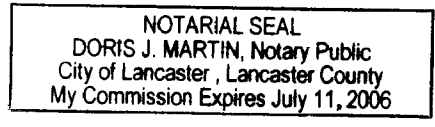
Attest: Robert A. Zuckerman
Robert A. Zuckerman, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Lancaster :

On this 30th day of October, 2003, before me, a notary public, the undersigned officer, personally appeared STEVEN J. ZUCKERMAN, who acknowledged himself to be the President of My New Home, Inc., a Pennsylvania corporation and that he as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Doris J. Martin



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Robert A. Zuckerman, Secretary

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Doris J. Martin

NOTARIAL SEAL
DORIS J. MARTIN, Notary Public
City of Lancaster, Lancaster County
My Commission Expires July 11, 2006

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