

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Where International, L.P.		10/25/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Morris Visitor Publications, LLC
Street Address:	725 Broad Street
City:	Augusta
State/Country:	GEORGIA
Postal Code:	30901
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	730450	WHERE
Registration Number:	2280351	WHERE
Registration Number:	2702356	ESSENTIAL

CORRESPONDENCE DATA	
Fax Number:	(616)975-5505
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	616-975-5502
Email:	gardner@vglb.com
Correspondent Name:	Donald S. Gardner
Address Line 1:	P.O. Box 888695
Address Line 2:	Van Dyke, Gardner, Linn & Burkhart, LLP
Address Line 4:	Grand Rapids, MICHIGAN 49588-8695

ATTORNEY DOCKET NUMBER:	MOR02 A-137
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NAME OF SUBMITTER:	Ruth Mason
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Total Attachments: 3

**900015636**

**TRADEMARK  
 REEL: 002977 FRAME: 0515**

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## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS dated as of the 25th day of October, 2004, by WHERE INTERNATIONAL, L.P., a Delaware limited partnership, its predecessor partnerships and/or registrants ("Seller"), in favor of and to MORRIS VISITOR PUBLICATIONS, LLC, a Georgia limited liability company ("Buyer").

### WITNESSETH:

WHEREAS, pursuant to the Asset Sale and Purchase Agreement dated as of equal date herewith (the "Agreement") by and between Buyer and Seller, Buyer has agreed to purchase certain assets of Seller and Seller has agreed to cause the same to be transferred, assigned and contributed to Buyer; and

WHEREAS, Seller has interests in and to the trademarks listed on Schedule A attached hereto, together with all applicable federal and state registrations for such trademarks (all of such trademarks, collectively, the "Marks"); and

WHEREAS, pursuant to the Agreement, Seller desires to assign and transfer to Buyer all of their rights, title and interest in and to the Marks and Buyer is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby assign, sell and transfer to Buyer all of their rights, title and interest in and to the Marks, together with the good will of the businesses symbolized by the Marks, the right to sue for past misappropriation, infringement, tarnishment, or dilution thereof, the state and federal registrations and applications for registration therefor, and all the benefits of the Marks. Seller does further consent to the recordation of this assignment by Buyer with the United States Commissioner of Patents and Trademarks, or any appropriate state agency. Seller further agrees to provide, at Buyer's expense, but without remuneration for time spent by Seller, any evidence, affidavits, testimony, declarations or other assistance as may be reasonably requested by buyer to aid in any registration of rights in the Marks.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF the Seller has executed this Assignment as of the date first written above.

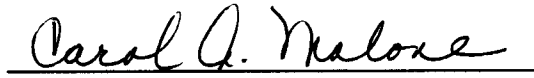
WHERE INTERNATIONAL, L.P.



By: Robert L. Miller  
As Its: President

Signed, sealed and delivered in our presence in  
RICHMOND County, Georgia

  
Witness

  
Notary Public, RICHMOND County, Georgia  
My commission expires: Notary Public, Columbia County, Georgia  
My Commission Expires March 16, 2007

(SEAL)

## SCHEDULE A

1. United States Trademark Registration No. 730,450 for WHERE in Class 16 and the trademark WHERE on the goods set forth in that registration.
2. United States Trademark Registration No. 2,280,351 for WHERE in Classes 9, 16, 35, 38, 39, 41 and 42 and the trademark/service mark WHERE on the goods/services set forth in that registration.
3. United States Trademark Registration No. 2,702,356 for ESSENTIAL in Class 16 and the trademark ESSENTIAL on the goods set forth in that registration.