

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Richard L. Bulman		10/06/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Navigator Publishing LLC
Street Address:	58 Fore Street PO Box 569
City:	Portland
State/Country:	MAINE
Postal Code:	04112
Entity Type:	limited liability company: MAINE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2859116	HEALTHY FAMILY

CORRESPONDENCE DATA	
Fax Number:	(207)772-3627
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(207) 772-1941
Email:	dnathanson@dwmlaw.com
Correspondent Name:	Daina J. Nathanson
Address Line 1:	245 Commercial Street
Address Line 4:	Portland, MAINE 04104

NAME OF SUBMITTER:	Daina J. Nathanson
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OP \$40.00 2859116

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made and entered into as of the 6th day of October, 2003 by and between **RICHARD BULMAN**, an individual having a mailing address of 112 Park Street, Apartment 1F, Portland, Maine 04101 (the "Assignor"), and **NAVIGATOR PUBLISHING LLC**, a Maine limited liability company having a principal place of business at 58 Fore Street, P. O. Box 569 Portland, ME 04112 (the "Company").

WITNESSETH:

WHEREAS, the Company and Assignor intend to enter into Subscription Agreement (the "Agreement") pursuant to which Assignor will purchase membership units in the Company

WHEREAS, as part of the consideration for its willingness to enter the above described Subscription Agreement, the Company will require, and Assignor has agreed to, the assignment to the Company of certain assets including, without limitation, the Intellectual Property (as hereinafter defined); and

WHEREAS, the Assignor will benefit materially, directly and indirectly, from the assignment of such Intellectual Property to the Company hereunder;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. (a) Assignor hereby assigns, conveys and transfers to the Company all of his right, title and interest in and to all intellectual property related to, arising from or existing in connection with the *Healthy Family* magazine concept including, without limitation, (i) the names "Healthy Family", "Healthy Family Magazine" and any variations thereon and all fictional business names, trade names, registered and unregistered trademarks, service marks and applications, including without limitation, a certain federal trademark application for the trademark "Healthy Family Magazine" filed with the U.S. Patent and Trademark Office on April 16, 2003 and bearing the Serial No. 78238272, (ii) all copyrights in both published and unpublished works throughout the world (and any renewal, extension or reversion of copyright now or hereafter provided and all applications and registrations thereof) in and to such works, and (iii) all know-how, trade secrets, confidential information, customer lists, software, technical information, data, process technology, plans, reports and studies owned, used or licensed by either the Company or Assignor or required for the manufacture, production,

publication, sale, use or exploitation of the aforementioned intellectual property, together with the right to apply for registrations in the United States and anywhere else in the world, all common law rights thereto, all rights, licenses and agreements connected therewith, and goodwill related thereto, and all other properties and rights related thereto, together with the right to sue and recover for damages and profits and all other remedies for past infringements thereof and all other properties and rights transferred herein (all, collectively, hereinafter referred to as the "Intellectual Property").

(b) Assignor hereby further waives and surrenders any claim or interest he, or anyone claiming by, through or under him may have or claim in the Intellectual Property. Assignor acknowledges and agrees that the Company and third parties with which the Company has business relations will rely on this Assignment of Intellectual Property in entering into said arrangements with the Company.


2. Assignor agrees that he will, at the request of the Company, execute all reasonable documentation, including confirmatory trademark, service mark and copyright assignments and other documents, and generally do everything necessary and proper subsequent to the execution of this Assignment of Intellectual Property to transfer to and vest in the Company full ownership of the Intellectual Property and the properties and rights with respect thereto.

3. Assignor represents and warrants that he is the sole owner of the Intellectual Property, that he has not previously assigned the Intellectual Property, has not granted any licenses with respect thereto, and has not in any way encumbered the Intellectual Property. Assignor further represents and warrants that he has the full power to enter into this Assignment and to perform his obligation hereunder and that the execution of this Assignment and the performance of his obligations hereunder will not violate (i) any provision of any applicable law, statute, ordinance or rule or regulation; (ii) any agreement or instrument to which the Assignor is a party; or (iii) any judgment, decree, or order of a court of competent jurisdiction applicable to the Assignor or the Intellectual Property.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Maine.

[The rest of this page is intentionally left blank.
The next page is the signature page.]

IN WITNESS WHEREOF, the parties hereto have executed or have caused to be executed by their duly authorized officers this Assignment of Intellectual Property as of the date first above written.


Richard Bulman

NAVIGATOR PUBLISHING LLC

By: 

Its: 