

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/25/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Where International, L.P., a Delaware limited partnership of Miller Publishing Group, LLC and Where International Holdings, LLC		04/22/2005	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: 2**

Property Type	Number	Word Mark
Registration Number:	0730450	WHERE
Registration Number:	2280351	WHERE

**CORRESPONDENCE DATA**

Fax Number: (706)849-5132  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 706.722.4481  
 Email: dhdupree@hullfirm.com  
 Correspondent Name: Timothy E. Moses, Esq.  
 Address Line 1: 801 Broad Street  
 Address Line 2: Suite 700  
 Address Line 4: Augusta, GEORGIA 30901

NAME OF SUBMITTER:	Timothy E. Moses, Esq.
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**TRADEMARK**

OP \$65.00 0730450

Signature:	//TEMoses/20050505//
Date:	05/05/2005
Total Attachments: 3 source=signed TM assignment#page1.tif source=signed TM assignment#page2.tif source=signed TM assignment#page3.tif	

## ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS dated as of the 25<sup>th</sup> day of October, 2004, by WHERE INTERNATIONAL, L P., a Delaware limited partnership of Miller Publishing Group, LLC and Where International Holdings, LLC, 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 forgoing 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, and 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.**,  
a Delaware limited partnership of  
Miller Publishing Group, LLC and  
Where International Holdings, LLC

By: Robert H. Miller  
As Its: \_\_\_\_\_  
Date: 4/22/05

Signed, sealed and delivered before me in  
Los Angeles County, California  
this 22 day of April, 2005.

Christy L. Gowdy  
Witness

CHRISTY L. GOWDY  
Notary Public, Los Angeles County, Calif.  
My commission expires: 2/26/09

(SEAL)



**SCHEDULE A**

1. United States Trademark Registration No. 0,730,450 for WHERE in Class 016 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.