

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 composed of Miller Publishing Group, LLC and Where International Holdings, LLC		05/17/2005	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: 1

Property Type	Number	Word Mark
Registration Number:	2702356	ESSENTIAL

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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OP \$40.00 2702356

Signature:	//TEMoses/20050525//
Date:	05/25/2005
Total Attachments: 3 source=signed corrective Trademark Assignment#page1.tif source=signed corrective Trademark Assignment#page2.tif source=signed corrective Trademark Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS dated as of the 25th day of October, 2004, by WHERE INTERNATIONAL, L.P., a Delaware limited partnership composed of Miller Publishing Group, LLC and Where International Holdings, LLC, their 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.

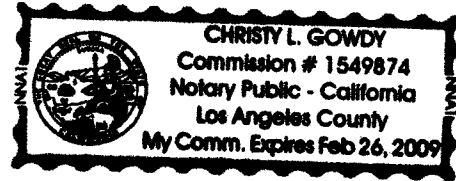
WHERE INTERNATIONAL, L.P., a Delaware limited partnership composed of Miller Publishing Group, LLC and Where International Holdings, LLC

By: Robert L. Miller
As Its: President
Date: 5-17-2005

Signed, sealed and delivered before me in
Los Angeles County, CA
this 17 day of MAY, 2005.

Christy J. Gowdy
Witness

Christy L. Gowdy
Notary Public, Los Angeles County, CA
My commission expires: 2/26/2009



(SEAL)

SCHEDULE A

1. 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.