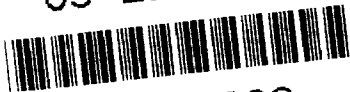


09-27-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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



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ONLY



9/27/06

RECC
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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Sherry M. Richards

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Arthur Agency

Internal Address: PO Box 1341

Street Address: _____

City: Parkersburg

State: West Virginia

Country: United States Zip: 26102

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship W. VA

Other Limited Liability Citizenship United States

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)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) February 28, 2005

- Assignment
- Security Agreement
- Other correct erroneous serial no. 78/555669**
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/5556695 ON A/F 3264/0329

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

A WOMAN'S VIEW

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John J. Giblin

Internal Address: PO Box 1386

Street Address: _____

City: Charleston

State: West Virginia Zip: 25325-1386

Phone Number: (304) 347-1100

Fax Number: (304) 347-1196

Email Address: jgiblin@bowlesrice.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed Fee Pd.

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number 023292

Authorized User Name Anthony P. Tokarz

9. Signature:

John J. Giblin
Signature

Aug 25, 2006
Date

John J. Giblin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Reel/Frame: 003264/0329

Form PTO-1594 (Rev. 07/05)
OMB Collection 0661-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Sherry M. Richards

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Arthur Agency, LLC
Internal
Address: PO Box 1341
Street Address: _____
City: Parkersburg
State: West Virginia
Country: United States Zip: 26102

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Limited Liability Company Citizenship West Virginia

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)

3. Nature of conveyance /Execution Date(s):

Execution Date(s) February 28, 2005

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/5556695

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

A WOMAN'S VIEW

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: John J. Giblin, Jr.
Internal Address: PO Box 1386
Street Address: _____
City: Charleston
State: West Virginia Zip: 25325
Phone Number: (304) 347-1100
Fax Number: (304) 347-1196
Email Address: jjgiblin@howlesrice.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 023292
Authorized User Name John J. Giblin, Jr.

9. Signature: John J. Giblin, Jr. 23 Feb 2006
Signature Date

John J. Giblin, Jr. Total number of pages including cover sheet, attachments, and document: 5
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4. SELLER specifically warrants to PURCHASER:

- (A) That the assets which are the subject of this Agreement are free and clear of all liens, encumbrances and liabilities.
- (B) That there are no liabilities existing against the business known as "A Woman's View" for any state or Federal taxes which could be asserted against PURCHASER as legal successor to SELLER.

These warranties shall survive the closing.

5. The Purchase Price for the assets which are the subject of this Agreement is \$40,000.00, payable as follows:

- (A) \$20,000.00 paid on February 2, 2005, the receipt of which is hereby acknowledged by SELLER.
- (B) \$15,000.00 or an amount equal to the balance due on SELLER'S obligation to the Mid Ohio Valley Regional Council, whichever amount shall be lesser, at closing.
- (C) The balance (the "Deferred Payment") no later than December 31, 2005. There shall be no interest on the Deferred Payment and PURCHASER may accelerate payment thereof in any number of installments and in any amount without penalty.

6. The obligation of PURCHASER hereunder shall be conditional and contingent upon PURCHASER obtaining a Loan Commitment (the "Loan Commitment") from the Mid Ohio Valley Regional Council in an amount, at an interest rate and under other terms and conditions satisfactory to PURCHASER. In the event PURCHASER is unable to obtain the Loan Commitment, SELLER shall return the \$20,000.00 previously paid by PURCHASER less any expenses paid by SELLER for the month of February 2005, the transaction which is the subject of this Agreement shall be terminated and, thereafter, neither party shall have any obligations to the other under this Agreement.

7. SELLER agrees, without further compensation, that she will, during the month of February 2005, continue with all of her normal and regular activities in connection with the operation of "A Woman's View" and will provide assistance to PURCHASER to accomplish an orderly transition of ownership of the subject assets.

8. SELLER shall pay all of the expenses incurred in the operation of the business "A Woman's View" during the month of February 2003 and prior thereto, excepting the cost of printing the current edition of "A Woman's View" (approximately \$1,950.00).

9. PURCHASER does hereby indemnify and hold SELLER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" after the effective date of this Agreement.

10. SELLER does hereby indemnify and hold PURCHASER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" prior to the effective date of this Agreement.

11. In the event any taxing authority asserts liability against PURCHASER as SELLER'S successor for any tax liability arising from SELLER'S operation of the assets, which are the subject of this Agreement, PURCHASER may pay the amounts assessed and set off an equivalent amount from the Deferred Payment due to SELLER. Should the outstanding balance of the Deferred Payment be insufficient to pay the amount asserted by any taxing authority, SELLER shall, immediately upon demand by PURCHASER, pay an amount equal to such insufficiency together with an amount equal to the amount PURCHASER has expended for professional fees respecting such tax liabilities.

12. PURCHASER represents and warrants to SELLER and SELLER represents and warrants to PURCHASER that no agreement, arrangement or understanding has been made by or on behalf of PURCHASER or SELLER with any third party for brokerage or finder's fees relating to this Agreement or the transaction which is the subject of this Agreement. PURCHASER and SELLER, respectively, do hereby indemnify and hold harmless the other from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party claiming a brokerage or finder's fee relating to the subject transaction.

13. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of West Virginia.

14. This Agreement supercedes all prior Agreements and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, heirs, successors, distributees and assigns.

16. Time is of the essence of this Agreement.

SHERY RICHARDS
dba A WOMAN'S VIEW

Shery Richards SELLER

ARTHUR AGENCY, LLC

By *Glenn Aronson* PURCHASER
Its _____