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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE COODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rainbow Studies, Inc. d/b/a Rainbow Studies International		12/27/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Standard Publishing Group LLC	
Street Address:	8121 Hamilton Avenue	
City:	Cincinnati	
State/Country:	ОНІО	
Postal Code:	45231	
Entity Type:	LIMITED LIABILITY COMPANY:	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2307543	RAINBOWSOFT
Registration Number:	1797766	BOLD LETTER
Registration Number:	1883560	BOLD LINE
Registration Number:	1614815	RAINBOW STUDY BIBLE
Registration Number:	2107442	
Registration Number:	1960488	ME TOO!

CORRESPONDENCE DATA

Fax Number: (212)754-0330

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 907-7381

Email: rsilverman@golenbock.com

Correspondent Name: Robin E. Silverman
Address Line 1: 437 Madison Avenue

Address Line 4: New York, NEW YORK 10022

TRADEMARK REEL: 003452 FRAME: 0749

900065724

NAME OF SUBMITTER:	Robin E. Silverman	
Signature:	/Robin E. Silverman/	
Date:	12/29/2006	
Total Attachments: 4 source=RSI Assignment of Marks and Trade Names#page1.tif source=RSI Assignment of Marks and Trade Names#page2.tif source=RSI Assignment of Marks and Trade Names#page3.tif source=RSI Assignment of Marks and Trade Names#page4.tif		

TRADEMARK
REEL: 003452 FRAME: 0750

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Rainbow Studies, Inc. d/b/a Rainbow Studies International, an Oklahoma corporation with offices at 213 E. Russell, El Reno, Oklahoma 73036 ("Assignor"), for good and valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby irrevocably assign, transfer and convey, free from all restrictions and limitations, unto Standard Publishing Group LLC, a Delaware limited liability company ("Assignee"), its successors and assigns, the entire right, title and interest, in perpetuity, throughout the universe in and to all of its trademarks, service marks and trade names, together with all goodwill attendant thereto and/or symbolized by such trademarks, service marks and trade names, including but not limited to those trademarks, service marks and trade names as listed on Schedule A annexed hereto, together with any and all renewals and extensions thereof, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks, service marks and trade names, or of any proprietary or other rights in any or all such trademarks, service marks and trade names (the "Trademarks").

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Assignor shall promptly, upon the request of Assignee, prepare and execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument or any other documents Assignee may reasonably deem necessary or advisable to effectuate the terms and intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's officers signing singly as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be Assignor's true and lawful attorney, in Assignor's name, place and stead, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to effectuate the parties' intent under this Assignment.

[SIGNATURES ON FOLLOWING PAGES]

364115.4

TRADEMARK REEL: 003452 FRAME: 0751 IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of 12, 2006.

Rainbow Studies, Inc.

Billy Hughey, President

<u>ACKNOWLEDGEMENT</u>

State of Oclahoma)
State of OClahoma)) ss: County of OClahoma)
On the On the January in the year of before me, the undersigned, personally
appeared 5/14 Huchey personally known to me or proved to me on
the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity, and that
by his/her signature on the instrument, the individual, or the person upon behalf of which the
individual acted, executed the instrument.
KRISTEN L. DANNER Clevetand County Notary Public in and for Notary Public
State of Oklahoma
Commission # 00002407 Expires 2/09/08:

Standard Publishing Group LLC

By:

Name: R. Kenneth Bryant Title: Vice President

<u>ACKNOWLEDGEMENT</u>

State of New York)	
County of New York.) ss:	
2 th Or soul	200 before me, the undersigned, personally personally known to me or proved to me on
On the $\frac{10}{10}$ day, of $1000000000000000000000000000000000000$	2006 before me, the undersigned, personally
appeared K. Konnosh Brixavit	personally known to me or proved to me on
the basis of satisfactory evidence to be the indiv	idual whose name is subscribed to the within
instrument and acknowledged to me that he/she	
by his/her signature on the instrument, the indiv	idual, or the person upon behalf of which the
individual acted, executed the instrument.	Ro. II.
	Sh (D)

BEN HIRSCHLER
Notary Public, State of New York
No. 01HI6141419
Qualified in Bronx County
Commission Expires February 21, 2010

Notary Public

RAINBOW STUDIES TRADEMARK SCHEDULE A

<u>Trademark</u>	Registration No.	Serial Number
RAINBOWSOFT REGISTERED	R2307543	75-604986
BOLD LETTER RENEWED	R1797766	74-271740
BOLD LINE RENEWED	R1883560	74-506724
RAINBOW STUDY BIBLE RENEWED	R1614815	73-756453
**DESIGN ONLY ** REGISTERED	R2107442	75-218553
ME TOO! REGISTERED	R1960488	74-675940

364115.4

RECORDED: 12/29/2006

TRADEMARK REEL: 003452 FRAME: 0754