

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rennie Gabriel		03/01/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MW Publications LLC		
<b>Street Address:</b>	23 Flanagan Drive		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01701		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77093866	ACRE ACCREDITED CONSULTANT IN REAL ESTATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617.239.0100		
<b>Email:</b>	bcampbell@eapdlaw.com		
<b>Correspondent Name:</b>	Brenda S. Campbell, Paralegal		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	48931/0002		
<b>NAME OF SUBMITTER:</b>	Brenda S. Campbell, Paralegal		
<b>Signature:</b>	/bsc/		
<b>Date:</b>	05/23/2007		

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**Total Attachments: 4**

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**EXHIBIT A**

**ASSIGNMENT OF TRADEMARKS**

**WHEREAS**, RENNIE GABRIEL, an individual, of 14340 Addison St., #101, Sherman Oaks, California, 91423, c/o Gabriel Publications and THE FINANCIAL COACH, INC., a California corporation doing business as "Gabriel Publications" and having its principal office at 14340 Addison St., #101, Sherman Oaks, California, 91423 (each, an "Assignor," and collectively, the "Assignors") own the trademarks and trademark applications set forth in Schedule I attached hereto and made a part hereof; and

**WHEREAS**, MW PUBLICATIONS LLC, a Delaware limited liability company having its principal office at 23 Flanagan Drive, Framingham, MA 01701 (the "Assignee"), desires to acquire all rights in such trademarks and trademark applications;

**WHEREAS**, the Assignors hereby represent and warrant to Assignee that Assignors have good and marketable title to the trademarks and trademark applications set forth in Schedule I hereto, free and clear of any and all liens, charges, encumbrances, licenses, claims, restrictions, equities, easements and other exceptions to title; and that the use of the trademarks and trademark applications set forth in Schedule I hereto do not and will not infringe upon the rights of any person.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest in and to the trademarks and trademark applications listed in Schedule I together with the good will of the business symbolized by such marks, including, without limiting the generality of the foregoing, the right of priority to file corresponding applications in any and all countries; the trademarks to be held by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns as fully and entirely as they would have been held and enjoyed by the Assignors had such assignment not been made.

Each Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, losses, damages, liabilities and expenses (including, without limitation, settlement costs and any legal accounting or other expenses of investigating or defending any actions or threatened actions) incurred or suffered by Assignee in connection with any breach of any representation or warranty by any Assignor.

Each Assignor hereby authorizes and requests the duly authorized officials of any jurisdiction to take such action as may be required to give effect to the sale, assignment and transfer made herein, including the issuance of any trademark registrations on Schedule I to

Assignee, its successors and assigns; and each Assignor further agrees to do all things as Assignee may reasonably request to effectuate such sale, assignment and transfer in respect to each such trademark, trademark application and trademark registration.

**IN WITNESS WHEREOF**, the Assignor expressly intending to be legally bound hereby, have caused this assignment to be executed as of the 1<sup>st</sup> day of March, 2007.

x: Rennie Gabriel  
Rennie Gabriel

THE FINANCIAL COACH, INC  
D/B/A Gabriel Publications

By: Rennie Gabriel  
Name: Rennie Gabriel  
Title: President

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On this \_\_\_\_ day of March, 2007, Rennie Gabriel, in his individual capacity and in his capacity as President of THE FINANCIAL COACH, INC., D/B/A Gabriel Publications, personally appeared before me, and to me personally known, stating that the foregoing instrument was signed on behalf of himself and such corporation pursuant to proper corporate and individual authority, and acknowledged the execution of the instrument as the free act and deed of the corporation and of himself.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

*Six attached*

[SEAL]

**CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 3-1-07, before me, **TERRI L. KING, NOTARY PUBLIC**,  
personally appeared Rennie Gabriel,  
personally known to me or proved to me on the basis of satisfactory evidence to  
be the person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies); and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal.



TERRI L. KING

Title of Document Assignment of Trademarks

Date of Document 3-1-07 No. of Pages 11

Other Signatures Not Acknowledged \_\_\_\_\_

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

A. U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

B. U.S. Trademark Applications

<u>Trademark Name</u>	<u>Application No.</u>	<u>Filing Date</u>
ACRE ACCREDITED CONSULTANT IN REAL ESTATE (Words and Design, as more particularly described and identified in the material attached hereto).	77-093866	January 29, 2007