

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adams Company, Inc. dba Walter's Publishing		07/30/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Walter's Publishing Acquisition Corporation		
Street Address:	1725 Roe Crest Drive		
City:	North Mankato		
State/Country:	MINNESOTA		
Postal Code:	56003		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2954813	WALTER'S	
Registration Number:	2825233	COOKBOOK XPRESS	
Registration Number:	2796262	EZBOOK	
CORRESPONDENCE DATA			
Fax Number:	(952)632-4444		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	952-632-3097		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Laura J. Hein		
Address Line 1:	PO Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	116812 (TAYLOR ACQ)		
NAME OF SUBMITTER:	Gwen Spurrier		

CH \$90.00 2954813

Signature:

/gwen spurrier/

Date:

08/06/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 30, 2007 ("Effective Date") by and between Adams Company, Inc. dba Walter's Publishing, a Minnesota corporation, with its principal office at 1050 8th Street NE, Waseca, MN 56093 ("Assignor"), and Walter's Publishing Acquisition Corporation, a Minnesota corporation, with its principal office at 1725 Roe Crest Drive, North Mankato, MN 56003 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 23, 2007 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

ADAMS COMPANY, INC. DBA
WALTER'S PUBLISHING

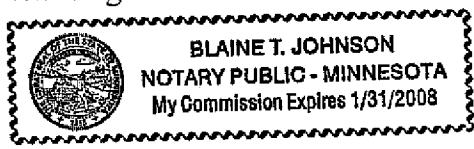
WALTER'S PUBLISHING ACQUISITION
CORPORATION

By: Wayne J. Dankert
Name: WAYNE J. DANKERT
Title: PRESIDENT

By: Larry Lorenzen
Name: Larry Lorenzen
Title: Vice President

STATE OF MN)
) SS.
COUNTY OF Blue Earth)

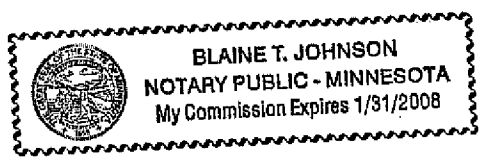
On this 30th day of July, 2007 there appeared before me Wayne J. Dankert, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of Adams Company, Inc. dba Walter's Publishing.



Blaine T. Johnson
Notary Public

STATE OF MN)
) SS.
COUNTY OF Blue Earth)

On this 30th day of July, 2007 there appeared before me Larry Lorenzen, personally known to me, who acknowledged that he signed the foregoing Trademark Assignment as his voluntary act and deed on behalf and with full authority of Walter's Publishing Acquisition Corporation.



Blaine T. Johnson
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	TRADEMARK NO.	REGISTRATION DATE
WALTER'S	2,954,813	05/24/2005
COOKBOOK EXPRESS	2,825,233	03/23/2004
EZBOOK	2,796,262	12/16/2003