

**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>
Counterpoint Press, L.L.C.		06/29/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winton Shoemaker & Company, LLC		
<b>Street Address:</b>	1400 65th Street, Suite 250		
<b>City:</b>	Emeryville		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94608		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2167870	COUNTERPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)989-1663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(415)391-4800		
<b>Email:</b>	tm@cpdb.com		
<b>Correspondent Name:</b>	Coblentz, Patch, Duffy & Bass LLP		
<b>Address Line 1:</b>	One Ferry Building, Suite 200		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-4213		
<b>ATTORNEY DOCKET NUMBER:</b>	12906-04		
<b>NAME OF SUBMITTER:</b>	Karen S. Frank		
<b>Signature:</b>	/KSF/		
<b>Date:</b>	04/18/2008		

CH \$40.00 2167870

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT, dated effective as of June 29, 2007 (this "Assignment"), is made by Counterpoint Press, L.L.C., a Delaware limited liability company ("Assignor"), in favor of Winton Shoemaker & Company, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other party thereto (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee all U.S. and foreign trade trademarks, trade names and service marks of the Business (as such term is defined in the Agreement) owned by Assignor, whether registered or not, including, without limitation, the trademarks, trade names and service marks of the Business set forth on Schedule I hereto, including the goodwill associated therewith (collectively, the "Marks"), all U.S. and foreign trademark, trade name and service mark registrations and similar filings for the Marks (the "Registrations"), and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction (the "Claims");

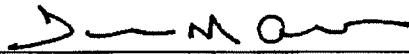
NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby transfers, conveys and assigns to Assignee its entire right, title and interest in and to the Marks, the Registrations and the Claims.
2. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.
3. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without reference to its choice of law rules..
4. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which when taken together shall constitute one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

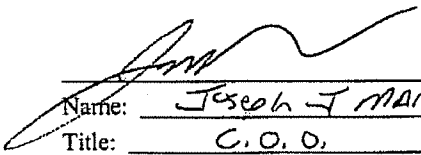
**COUNTERPOINT PRESS, L.L.C.**

By: 

Name: Thomas M. Allen

Title: Vice President & Chief Financial Officer

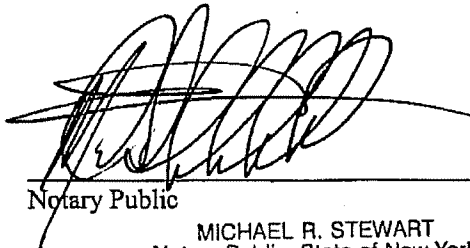
Attest:

  
Name: Joseph J. MANGANO  
Title: C. O. O.

State of New York )  
 )  
City/County of New York )

On this 28 day of June, 2007, before me personally appeared David Steinberger, to me known to be the Vice President & Chief Financial Officer of COUNTERPOINT PRESS, L.L.C., a Delaware limited liability company, on whose behalf he executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires:

  
Notary Public

MICHAEL R. STEWART  
Notary Public, State of New York  
No. 01ST6047403  
Qualified in Kings County  
Commission Expires 08-28-2010

SCHEDULE I

Registrations and Applications for Trademarks

Trademark	Number
COUNTERPOINT	2,167,870