

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
TransWorld Publishing, Inc.		05/06/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	McIntosh Company, Inc.		
Street Address:	17782 Cowan, Suite A		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74181315	BOATING WORLD	
Serial Number:	76478418	MARINE MARKETING	
CORRESPONDENCE DATA			
Fax Number:	(949)752-0597		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-851-7455		
Email:	rmijuskovic@jdtplaw.com		
Correspondent Name:	Ruth Mijuskovic, Esq.		
Address Line 1:	2030 Main Street, Suite 1200		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	47376		
NAME OF SUBMITTER:	Ruth Mijuskovic		
Signature:	/Ruth Mijuskovic/		
Date:	05/08/2008		

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Total Attachments: 3

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U.S. TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of May 6, 2008 (this "Assignment"), is made by TransWorld Publishing, Inc., a Georgia corporation ("Assignor"), in favor of Duncan McIntosh Company, Inc., a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Agreement for Purchase and Sale of Assets, dated of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets, including, without limitation, the registered trademarks set forth on Schedule 1 attached hereto in connection with the goods or services described therein (collectively, the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill"), and the United States Trademark Registrations for the Marks (the "Registrations").

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks, Goodwill, and Registrations, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the Registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made.

2. Assignor hereby covenants and agrees to cooperate reasonably with Assignee to enable Assignee to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest conveyed herein.

3. 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 of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement. 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.


4. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

[signature on next page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date first written above.

ASSIGNOR:

TransWorld Publishing, Inc.
a Georgia corporation

By: 
Name: Jay Perkins
Title: President

SCHEDULE 1

TRADEMARKS

Mark	Registrant	Serial No.	Filing Date	Registration No. & Registration Date	International Class
Boating World	Trans World Publishing, Inc.	74181315	July 1, 1991	1700522 -- July 14, 1992	016 -- magazine
Marine Marketing	Trans World Publishing, Inc.	76478418	December 24, 2002	2852747 -- June 15, 2004	016 -- publications; namely, a trade newsletter for businessmen in the boating industry