

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
Ronald Burleson		07/25/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jones and Bartlett Publishers, LLC		
Street Address:	40 Tall Pine Drive		
City:	Sudbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01776		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2536154	UGLY'S	
CORRESPONDENCE DATA			
Fax Number:	(617)345-3299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.345.3000		
Email:	trademarks@burnslev.com		
Correspondent Name:	Renee Inomata		
Address Line 1:	125 Franklin Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	41575.4 - UGLY'S		
NAME OF SUBMITTER:	Renee Inomata		
Signature:	/renee inomata/		
Date:	07/30/2008		

CH \$40.00 2536154

Total Attachments: 2
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ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") made as of July 25, 2008, by Ronald Burleson, an individual (the "Assignor") to Jones and Bartlett Publishers, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignee and Assignor are parties to an Agreement dated as of July 25, 2008 (the "Agreement") providing, among other things, that Assignor transfer to Assignee certain assets, properties and rights owned by Assignor, on the terms and conditions set forth in the Agreement; and

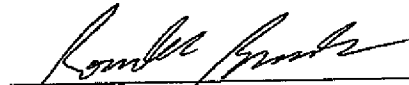
WHEREAS, the Assignor is the owner of the trademark "Ugly's" registered with the United States Patent and Trademark Office, Registration No. 2536154, issued February 5, 2002 (the "Trademark");

WHEREAS, the Assignee is desirous of acquiring all right, title and interest, in, to and under the Trademark, including all goodwill associated therewith, and the Assignor is desirous of selling, assigning, transferring, granting and setting over to the Assignee all of such right, title and interest, in, to and under the Trademark, including all goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, grant and set over to the Assignee all of the right, title and interest, in, to and under the Trademark, all goodwill associated therewith, all common law rights thereto, and all applications for registration that may be granted, all renewals, extensions, and foreign counterparts thereof, together with the right to royalties, the right to sue and recover damages for future or past infringements to fully and entirely stand in the place of the Assignor in all matters related thereto, the same to be held and enjoyed by the Assignee as fully and entirely as the same would have been held by the Assignor had this sale, assignment, transfer, grant and set over not been made (the "Assigned Trademark Rights").

The Assignor hereby warrants and covenants that (i) it has the full power and authority to convey the rights, titles and interests herein sold, assigned, transferred, granted and set over to the Assignee, (ii) it has not executed and will not execute any agreement in conflict herewith and (iii) it will execute any and all other instruments which may be necessary to perfect and evidence the Assignee's ownership of the Assigned Trademark Rights herein conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal as of the date first written above.

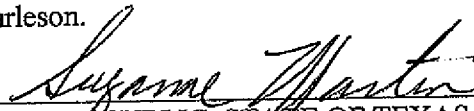


Ronald Burleson, individually

ACKNOWLEDGMENT

State of Texas)
)
County of Harris)

This instrument was acknowledged before me on the 25 day of July, 2008, by Ronald Burleson.



NOTARY PUBLIC, STATE OF TEXAS
My commission expires:

