

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
Universal Map Enterprises, Inc.		11/02/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Universal Map Group, LLC		
Street Address:	795 Progress Court		
City:	Williamston		
State/Country:	MICHIGAN		
Postal Code:	48895		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2921540	ATLAS ON DEMAND	
Registration Number:	2924175	ATLAS ON DEMAND	
Registration Number:	1839379	FLIP	
Registration Number:	2133907	LITTLE PASSENGER	
Registration Number:	2191571	MAPS ON DEMAND	
Registration Number:	2866594	MAPS ON DEMAND	
Registration Number:	1014411	MICROMAP	
Registration Number:	2116633	RUSH HOUR	
Registration Number:	2209025	RUSH HOUR	
Registration Number:	1888463	SPECTRUM	
Serial Number:	77205863	TRIP 'N GUIDE	
Registration Number:	2072460	VISUAL VOYAGE	
CORRESPONDENCE DATA			

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Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-457-0160
Email: trademark@dickinson-wright.com
Correspondent Name: Nicole M .Meyer
Address Line 1: 1901 L Street, NW, Ste 800
Address Line 2: Dickinson Wright PLLC
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	28728-0016
NAME OF SUBMITTER:	Nicole M. Meyer
Signature:	/Nicole M. Meyer/
Date:	09/18/2008

Total Attachments: 5
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of November 2, 2007, by Universal Map Enterprises, Inc., a Michigan corporation ("Assignor"), for the benefit of Kappa Graphics, LP, a Delaware limited partnership or its Designee ("Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of October 12, 2007 (the "Purchase Agreement"), by and among Assignee, Assignor and Robert C. Bond and Oma M. Bond. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

This Assignment recites and provides:

A. WHEREAS, simultaneous with the Closing under the Purchase Agreement, Kappa Graphics, LP will assign all of its rights and delegated all of its duties and obligations under the Purchase Agreement to Universal Map Group, LLC, a Pennsylvania limited liability company.

B. WHEREAS, Assignor owns certain trademarks and service marks (the "Marks"), and certain applications for the Marks pending in the United States Patent and Trademark Office (the "Applications"), and certain registrations for the Marks already registered with the United States Patent and Trademark Office and the Marks already registered with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services (collectively, the "Registrations"), as more particularly described in Schedule I attached hereto and incorporated by reference herein; and

C. WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to transfer to Assignee all right, title and interest in and to the Marks, Applications and Registrations; and

D. WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, Applications and Registrations, and Assignor desires so to transfer all such right, title and interest to Assignee.

NOW, THEREFORE, BY THIS ASSIGNMENT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee all right, title and interest, including all common law rights, in and to the Marks, Applications and Registrations, together with all of the goodwill of the Business symbolized by the Marks and any and all claims Assignor may have either at law or in equity arising out of the past, present or future third party infringement thereof, to have and to hold the Marks, Applications and Registrations forever, free and clear of any Liens.

Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record Assignee as the owner of the Trademarks with respect to any such Trademarks that are currently registered in Assignor's name.

This Assignment will be binding on Assignor and its successors and permitted assigns, and will inure to the benefit of Assignee and its successors and permitted assigns. Nothing

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contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of Assignor or Assignee under the Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

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Executed as of the date first written above.

ASSIGNOR:

UNIVERSAL MAP ENTERPRISES, INC.

By: James M. Frank
Name: James M. Frank
Title: President

ASSIGNEE:

UNIVERSAL MAP GROUP, LLC

By: _____
Name: _____
Title: _____

Executed as of the date first written above.

ASSIGNOR:

UNIVERSAL MAP ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

UNIVERSAL MAP GROUP, LLC

By: William J. Bonner Jr.
Name: William J. Bonner Jr.
Title: Vice President

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[Signature Page to Assignment of Trademarks]

SCHEDULE I

Marks, Applications and Registration

Name of Mark	Jurisdiction	Status	Reg'n No. / Serial No.	Reg'n Date / Filing Date	Class	Goods or Services
ATLAS ON DEMAND	USPTO	Registered	2,923,540	23-Jan-05	18	Maps and books having maps
ATLAS ON DEMAND	USPTO	Registered	2,924,172	1-Feb-05	18	Maps and books having maps
FLIP	USPTO	Registered	1,839,379	15-Jun-04	16	Maps
LITTLE PASSENGER	USPTO	Registered	2,133,907	3-Feb-08	18	Children's activity books for use while traveling and children's activity maps
MAPS ON DEMAND	USPTO	Registered	2,191,571	22-Sep-08	18	Maps
MAPS ON DEMAND	USPTO	Registered	2,866,394	27-Jul-04	18	Maps and books having maps
MEGROMAP	USPTO	Registered	1,014,431	24-Jun-75	18	Folded maps
RUSH HOUR	USPTO	Registered	2,116,633	25-Nov-97	18	Books of maps for use in business
RUSH HOUR	USPTO	Registered	2,209,025	08-Dec-98	9	CD-ROMs having maps for use in business
SPECTRUM	USPTO	Registered	1,888,465	11-Apr-95	18	Maps
TRIP 'N GUIDE	USPTO	Pending	77203363	14-Jun-07	18	Maps; road maps; guide books featuring maps and information regarding specific geographic areas; printed guides for travel, including maps and information regarding specific geographic areas; atlases
VISUAL VOYAGE	USPTO	Registered	2,072,460	17-Jun-97	18	Geographical atlas
FLIP	Michigan	Registered	M61-059	24-May-99	16	Paper goods and printed matter
POCKET PAL	Michigan	Registered	71-077	27-May-92	18	Prints and publications

ATTEST:

ASSIGNOR:

UNIVERSAL MAP ENTERPRISES, INC.

By: *Uma M. Bond*
 Name: *Uma M. Bond*
 Title: *President*

[Schedule I to Assignment of Trademarks]

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