

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
Watermark Media Group, Inc.		01/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	New Catalyst Fund LLC
Street Address:	24500 Chagrin Blvd.
Internal Address:	Suite 320
City:	Cleveland
State/Country:	OHIO
Postal Code:	44122
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76600652	INTERNATIONAL POETRY HALL OF FAME
Serial Number:	75615299	THE INTERNATIONAL LIBRARY OF PHOTOGRAPHY
Serial Number:	75213943	INTERNATIONAL LIBRARY OF POETRY
Serial Number:	75270970	THE INTERNATIONAL LIBRARY OF PHOTOGRAPHY
Serial Number:	75213942	INTERNATIONAL POETRY HALL OF FAME
Serial Number:	74479539	INTERNATIONAL SOCIETY OF POETS
Serial Number:	74234664	NATIONAL LIBRARY OF POETRY

CORRESPONDENCE DATA

Fax Number: (216)241-3707
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: bklink@taftlaw.com
 Correspondent Name: Bradley J. Klink
 Address Line 1: 200 Public Square
 Address Line 2: Suite 3500

CH \$190.00 76600652

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Bradley J. Klink

Signature: /bradley j klink/

Date: 03/04/2009

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment"), is made effective as of January 1st, 2009 (the "Effective Date"), by WATERMARK MEDIA GROUP, INC., a Delaware corporation ("Assignor"), in favor of NEW CATALYST FUND LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the record owner of a number of registered trademarks, a list of which is attached hereto as Schedule A, and made a part hereof (the "Trademarks");

WHEREAS, pursuant certain agreements, including to a Bill of Sale and Assignment Agreement dated as of the date hereof, Assignee has acquired substantially all of the assets of Assignor, including without limitation the Trademarks; and

WHEREAS, Assignor and Assignee desire to execute this Assignment to further evidence the transfer of the Trademarks by Assignor to Assignee.

NOW, THEREFORE, for valuable consideration set forth herein and in certain other agreements, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor does hereby convey, assign and set over to Assignee, its successors, assigns, or other legal representatives the exclusive right, title and interest in and to the Trademarks, for the United States and for all foreign countries, including, without limitation, any and all renewals and extensions of such Trademarks that may be secured under the laws of the United States and all foreign countries, now or thereafter in effect, for Assignee's exclusive use and enjoyment, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims of damages by reason of doubt, present or future infringement or unauthorized use of the Trademarks, with the right to sue for, and collect the same for, Assignee's own use and enjoyment. Assignee hereby accepts the foregoing assignment of the Trademarks.

2. Recording. Assignor authorizes and requests the United States Registrar of Trademarks to record Assignee as the assignee and exclusive owner of the Trademarks.

3. Further Assurances. Assignor shall provide Assignee cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any applications for registration or any applications for renewals of the Trademarks; (b) in the prosecution or defense of any copyright office proceedings, infringement, or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, to testify as to any facts relating to the Trademarks and/or this Assignment; (c) in obtaining any additional protection that Assignee may deem appropriate, which may be served under the laws or are hereafter in effect in the United States or any other country; and (d) in the implementation and perfection of this Assignment in accordance with its terms.

4. Choice of Law. This Assignment shall be governed by and construed in accordance with Delaware law.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be made effective as of the Effective Date first written above.

WATERMARK MEDIA GROUP, INC.

By: 

John E. Herman, President

Schedule A**Trademarks**

Serial Number	Registration Number	Word Mark
76600652	3052357	International Poetry Hall of Fame
75615299	2314303	The International Library of Photography
75213943	2213723	International Library of Poetry
75270970	2199452	The International Library of Photography
75213942	2188621	International Poetry Hall of Fame
74479539	1877913	International Society of Poets
74234664	1737210	National Library of Poetry