

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| dmg world media (usa) inc. | | 09/06/2006 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Western Exhibitors, Inc. | | |
| Street Address: | 2181 Greenwich St. | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94123 | | |
| Entity Type: | CORPORATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73235313 | HARVEST FESTIVAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (503)417-0501 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 5034170500 | | |
| Email: | akoch@portlaw.com | | |
| Correspondent Name: | Anne E. Koch | | |
| Address Line 1: | 117 SW Taylor St., Suite 200 | | |
| Address Line 4: | Portland, OREGON 97204 | | |
| ATTORNEY DOCKET NUMBER: | 1554.001 | | |
| NAME OF SUBMITTER: | Anne E. Koch | | |
| Signature: | /Anne E. Koch/ | | |
| Date: | 03/10/2009 | | |

OP \$40.00 73235313

Total Attachments: 8

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ASSET PURCHASE AGREEMENT
Relating to the Originals Arts and Craft Shows

INTERPRETATION

1. This Agreement is between Universal Shows Inc. ("USI") and dmg world media (usa) inc. ("dmg"); individually a "Party" and together "the Parties"
2. This Agreement sets out the terms on which dmg has agreed to sell to USI certain assets and rights in relation to the Originals Arts and Craft Shows (formerly known as Harvest Festivals) ("the Business").
3. It is acknowledged by the Parties that USI has been managing the Business, on their own behalf, pending signature of this Agreement, since 1st January 2006.

SALE AND PURCHASE

4. dmg shall sell, assign and transfer to USI and USI shall purchase the Business together with the following assets with effect from 1st January 2006 ("the Effective Date")
 - i) Goodwill
 - ii) All such rights and interest as dmg has in all Intellectual Property Rights relating to the Business, including without limitation any copyrights and trademarks in the title Originals Arts and Craft Shows and Harvest Festivals.
 - iii) Domain names (but excluding, for the avoidance of doubt, any domain names or email addresses using the words dmg world media and/or dmg).
 - iv) All material contracts
 - v) All customer lists and records
 - vi) All computer records and software
 - vii) All other databases relating to the Business
 - viii) Any work in progress
 - ix) Fixed Assets (consisting of the contents of the road-cases currently in storage)

(together "the Assets")

CONSIDERATION

5. The consideration for the acquisition shall be the payment in cash on signature of this letter of \$1.

COMPLETION

6. Completion shall take place immediately following signature of this Agreement (the "Completion Date") and will be effective from the Effective Date.

REVENUES, FUTURE BOOKINGS AND LIABILITIES

7. dmg shall be responsible for all costs and liabilities and have the benefit of all income and other receipts (whether received or receivable) in respect of all shows held prior to the Effective Date.
8. USI shall be responsible for all costs and liabilities and have the benefit of all revenues whether paid on or before the Effective Date in respect of all shows to be held after the Effective Date.
9. Each Party shall account promptly to the other in respect of any payments received or incurred, in accordance with the terms in Clauses 7 and 8 above.
10. USI will honour the exhibitor credits from the 2005 Originals Shows, as set out in Schedule 1. For the avoidance of doubt, it is acknowledged that these credits need only be applied for exhibitors who re-book for the 2006 show season.
11. dmg shall not be liable in respect of anything done or omitted to be done after the Effective Date in the course of or in connection with the Business and dmg shall not assume or be liable for any liability or obligation of USI relating to the Business including (but without prejudice to the generality of the foregoing) the liability to fulfil the exhibition stand bookings insofar as they relate to any shows after the Effective Date. USI hereby indemnifies dmg and agrees to keep dmg fully indemnified against any and all costs, claims, demands, actions, liabilities, losses and/or expenses whatsoever, which may be incurred by or attach to dmg in relation thereto.
12. USI shall not be liable in respect of anything done or omitted to be done prior to the Effective Date in the course of or in connection with the Business and USI shall not assume or be liable for any liability or obligation of dmg relating to the Business prior to the Effective Date. dmg hereby indemnifies USI and agrees to keep USI fully indemnified against any and all costs, claims, demands, actions, liabilities, losses and/or expenses whatsoever, which may be incurred by or attach to USI in relation thereto.

EMPLOYEES

13. The Parties agree that with effect from the Effective Date the employment of the Transferring Employees (as set out in Schedule 2) shall transfer from dmg to USI.
14. USI will discharge all obligations accruing in respect of the Transferring Employees from the Effective Date, save that dmg agrees to retain the Transferring Employees on its payroll for the month of January 2006 and USI agrees to reimburse dmg for those costs.

15. dmg agrees to retain responsibility for all other staff employed by the Business (the "Non-Transferring Employees).
16. USI shall indemnify and hold dmg harmless against any loss or expense which dmg may suffer or incur directly or indirectly in connection with any act or omission of USI in relation to a Transferring Employee occurring on or after the Effective Date.
17. dmg shall indemnify and hold USI harmless against any loss or expense which USI may suffer or incur directly or indirectly in connection with any act or omission of dmg in relation to the Transferring Employees occurring before the Effective Date, or any act or omission of dmg in relation to the Non-Transferring Employees.

GENERAL

18. USI agrees to allow dmg to maintain a copy of all promotional mailing lists relating to the Business and hereby grants dmg a non-exclusive license to use those lists in the promotion of dmg's consumer show business. 9Z
19. Nothing in this Agreement shall confer on USI any right in and to the name or title "Daily Mail" (or either of the words) and/or "dmg world media" (or either of the words) and or "dmg".
20. dmg and USI will both be responsible for their own legal and professional fees in relation to this Agreement.
21. dmg and USI undertake to each other that the fact and contents this Agreement will be kept confidential and will not, without the prior written consent of the other party, be used or disclosed, directly or indirectly, for any purpose.
22. The terms of this Agreement are subject to US law in the State of California and all Parties submit to the jurisdiction of the US courts in connection with it.



For and on behalf of dmg world media (usa) inc.
MIKE COOKE, CHIEF EXECUTIVE OFFICER

9-6-06
Date



For and on behalf of Universal Shows Inc.
MICHAEL D DEAN, PRESIDENT

9/6/06
Date

SCHEDULE 1
Exhibitor Credits

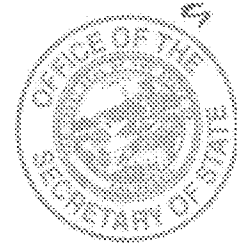
| <u>Company Sales Code</u> | <u>Balance</u> |
|-------------------------------|----------------|
| Baratto, Lori ~ CB | 29.00 |
| Barnett, Michael & Myrna ~ CB | 1,835.00 |
| Beck, Cheryl ~ DL | 387.00 |
| Benally, Fernando ~ | 105.00 |
| Bishop, Donna ~ GM | 300.00 |
| Borneman, Renate ~ CD | 250.50 |
| Brenner, Deanna ~ GM | 1,800.00 |
| Cancilla, Kathleen ~ GM | 755.00 |
| Chavez, Rosa ~ CD | 775.00 |
| Collazo, India ~ | 400.00 |
| Contant, Shirley ~ | 200.00 |
| Cooper, Corky ~ LW | 200.00 |
| Darby, Betty ~ CD | 800.00 |
| Gertz, Bob ~ LW | 880.00 |
| Girten, Susan & Wayne ~ GM | 125.00 |
| Hansen, Terry ~ LW | 152.00 |
| Harrison, Alex ~ VF | 600.00 |
| Heumann, Cindy ~ GM | 243.00 |
| Horne, Doug ~ | 25.00 |
| Horvath, Judy & John ~ CD | 1,132.00 |
| Illers, Jerry ~ CD | 775.00 |
| Jackson, Rick & Jill ~ VF | 1,657.00 |
| Kubicki, Marty & Liesa ~ CB | 130.00 |
| Lindh, Patti ~ CD | 125.00 |
| Mason, Harry ~ KO | 200.00 |
| McCreedy, Sharyn ~ DL | 40.00 |
| McWilliams, Joyce ~ CB | 377.50 |
| Milfred, Ken ~ CD | 600.00 |
| Moore, Laura ~ | 400.00 |
| Morris, Stacey ~ | 1,132.00 |
| Norris, Kitty & Michael ~ GM | 730.00 |
| O'Hern, Lynn ~ CD | 3,020.00 |
| Ongun, Nile ~ CB | 155.00 |
| Page, Jo Ann ~ CD | 260.00 |
| Parker, Angela ~ CB | 360.00 |
| Pearce, Kay ~ LW | 377.00 |
| Petersen, Suzan ~ | 505.00 |
| Powell, Kyle ~ LW | 600.00 |
| Prashad, Monica ~ DL | 60.00 |
| Quick-Wargelin, Sharon ~ MG | 377.00 |
| Ramos-Benzel, Rose ~ | 75.00 |
| Robles, Shirley ~ GM | 150.00 |
| Rodriguez, Carol ~ CD | 5,503.00 |
| Roney, Bruce ~ CD | 5.00 |
| Rosa, Shari ~ LW | 377.00 |
| Rosen, Jeanne & Dana ~ KO | 600.00 |

| | |
|--------------------------|------------------|
| Schneider, Edith ~ DL | 125.00 |
| Schwibach, Gabriele ~ DL | 175.00 |
| Sicard, Linda ~ GM | 755.00 |
| TerBeek, James ~ GM | 755.00 |
| Wat, Diane ~ GM | 450.00 |
| Wig, Shaili & Vivek ~ LW | 755.00 |
| TOTAL | 32,599.00 |

SCHEDULE 2
Transferring Employees

Alyssa Schulte
Lori Walker

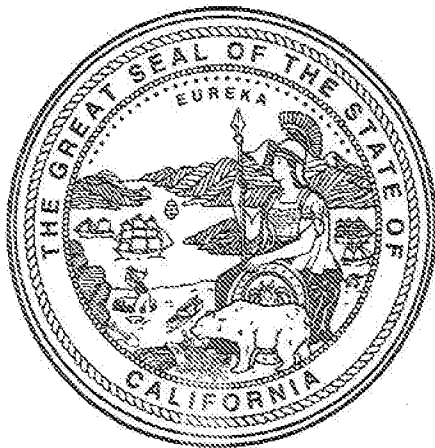
(together "the Transferring Employees")



State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 28 2005

BRUCE McPHERSON
Secretary of State

APR 21 2006

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

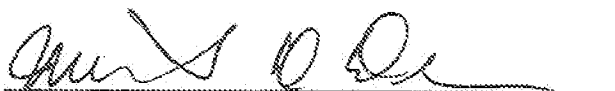
The undersigned certify that:

1. They are the President and the Secretary, respectively, of Universal Shows Incorporated, a California corporation (the "Corporation").
2. Article I of the Corporation's Articles of Incorporation is amended to read in full as follows:

"The name of this corporation is WESTERN
EXHIBITORS, INC."
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the Corporation is 200,000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: April 10, 2006.


Michael Dean, President


Wendy TonkinBrewner, Secretary

