

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vegetarian Times, Inc.		10/14/2003	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cruz Bay Publishing, Inc.		
<b>Street Address:</b>	300 Continental Boulevard, Suite 650		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76389752	VT VEGETARIAN TIMES	
<b>Serial Number:</b>	76389754	VT VEGETARIAN TIMES	
<b>Registration Number:</b>	2268499	VEGETARIAN TIMES	
<b>Registration Number:</b>	1849276	VEGETARIAN TIMES	
<b>Registration Number:</b>	1526826	VEGETARIAN TIMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)659-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(734) 623-1938		
<b>Email:</b>	trademark@dickinsonwright.com		
<b>Correspondent Name:</b>	John C. Nishi		
<b>Address Line 1:</b>	Dickinson Wright, PLLC		
<b>Address Line 2:</b>	1875 Eye Street, N.W., Suite 1200		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	27932-260		

OP \$140.00 76389752

NAME OF SUBMITTER:	John C. Nishi
Signature:	/John C. Nishi/
Date:	06/25/2009
<b>Total Attachments: 11</b> source=Assignment and Assumption Agt to CBP, Inc#page1.tif source=Assignment and Assumption Agt to CBP, Inc#page2.tif source=Assignment and Assumption Agt to CBP, Inc#page3.tif source=Assignment and Assumption Agt to CBP, Inc#page4.tif source=Assignment and Assumption Agt to CBP, Inc#page5.tif source=Assignment and Assumption Agt to CBP, Inc#page6.tif source=Assignment and Assumption Agt to CBP, Inc#page7.tif source=Assignment and Assumption Agt to CBP, Inc#page8.tif source=Assignment and Assumption Agt to CBP, Inc#page9.tif source=Assignment and Assumption Agt to CBP, Inc#page10.tif source=Assignment and Assumption Agt to CBP, Inc#page11.tif	

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made as of October 14, 2003, by and between Sabot Publishing, Inc., a Virginia corporation ("Sabot"), Garlinghouse, Inc., a Virginia corporation ("Garlinghouse"), Southwest Art, Inc., a Delaware corporation ("SWA"), Vegetarian Times, Inc., a Virginia corporation ("VT"), (Sabot, Garlinghouse, SWA, and VT shall be collectively referred to as the "Companies" or "Company"), Cruz Bay Publishing, Inc., a Delaware corporation ("CBP"), Southwest Art Publishing, LLC, a Delaware limited liability company ("SWAP, LLC"), Garlinghouse, LLC a Delaware limited liability company ("GH, LLC"), Log Home Design Ideas, LLC, a Delaware limited liability company ("LHDI, LLC"), and Vegetarian Times, LLC, a Delaware limited liability company ("VT, LLC") (CBP; SWAP, LLC; GH, LLC; LHDI, LLC; and VT, LLC shall be collectively referred to as the "CBP Entities" and individually referred to as a "CBP Entity").

### RECITALS

WHEREAS, the Companies are a party to the Second Amended and Restated Credit Agreement dated as of June 4, 2001, as amended by a First Amendment dated as of June 14, 2002 (the "Credit Agreement") by and among the Companies, Citizens Bank of Massachusetts (the "Agent") a Massachusetts bank, as Agent for Citizens Bank of Massachusetts, MCG Capital Corporation (f/k/a MCG Credit Corporation) and MCG Finance I, LLC (f/k/a MCG Finance Corporation), as lenders (collectively Citizens Bank of Massachusetts, MCG Credit Corporation, and MCG Finance Corporation shall be referred to as the "Sellers" and individually as a "Seller");

WHEREAS, pursuant to the terms of that certain Bill of Sale of even date herewith (the "Bill of Sale", attached hereto as Exhibit A), by and among Sellers and CBP, CBP purchased certain assets as specified in the Bill of Sale in a secured party sales transaction from the creditors of the Companies (the "Secured Party Transaction");

WHEREAS, the CBP Entities desire to acquire any remaining rights the Companies may have in the Remaining Assets, if any, and to resolve with the Companies certain post closing administrative matters; and

WHEREAS, the Companies desire for certain of the CBP Entities to assume certain liabilities of the Companies as set forth herein and to resolve with the CBP Entities certain post closing administrative matters.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment to CBP.** Each Company hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS, SELLS and DELIVERS any of its remaining right, title and interest (contemporaneous with the consummation of the transactions contemplated by the Bill of Sale) in any and all assets of the Companies, including any remaining right, title and interest in the assets transferred pursuant to the terms of the Bill of Sale (collectively, the "Remaining Assets"), to CBP or any CBP Entity as may be elected by CBP, other than such assets identified in the Bill of Sale or Schedule I hereto, as not being acquired from the Companies (collectively the "Excluded Assets").

2. **Assumption.** As of the date hereof, each CBP Entity hereby assumes and agrees to (i) perform, pay and discharge only those trade accounts payable, accrued expenses, withholdings and other obligations specifically listed on Schedule II as being assumed by such CBP Entity, if such obligations were incurred in the ordinary course of business and outstanding as of the date hereof (such accounts payable, accrued expenses, withholdings and other obligations specifically listed for each CBP Entity, respectively, shall not exceed the dollar value identified for such CBP Entity on Schedule II); (ii) perform and discharge in accordance with their terms those obligations outstanding as of the date hereof under the Contract Rights (as defined in the Bill of Sale) explicitly assumed by each such CBP Entity; and (iii) perform and discharge in accordance with their terms those liabilities directly arising after the date hereof from any Contract Rights which a CBP Entity has requested be transferred to it, but which have not been so transferred due to the failure of a Company (or the Sellers) to obtain the consent or approval required for such transfer, provided that such CBP Entity has requested and received the same economic benefit of such contract as if such contract had been assigned to such CBP Entity and such liability shall not have arisen as a result of a Company's (or the Sellers') actions or inactions (the obligations set forth in (i), (ii), and (iii), collectively, the "Assumed Liabilities"). Each CBP Entity does not assume any liabilities other than the Assumed Liabilities specifically identified to be assumed by a CBP Entity on Schedule II, and all liabilities, other than Assumed Liabilities, will remain each applicable Company's sole responsibility. Unless otherwise provided, no liabilities or obligations of any nature (including but not limited to those Excluded Liabilities listed on Schedule III attached hereto), whether direct or indirect, known or unknown, whether fixed or contingent, accrued or unaccrued, will be assumed by any CBP Entity in connection with the assignment of the Remaining Assets hereunder (collectively, the "Excluded Liabilities").

3. **Representations and Warranties.** Each Company hereby jointly and severally represents and warrants, as follows:

(a) Other than the limitations and restrictions set forth in the Credit Agreement which would require the consent of the Sellers and subject to the release and/or consent of the LVIR Investor Group, LP (the owner of all of Sabot's Series A Preferred Stock), each Company has all requisite corporate power and authority to enter into this Agreement, the Agreement has been duly authorized by all requisite corporate action, and this Agreement constitutes a valid and legally binding obligation of such party, enforceable against each Company in accordance with its terms.

(b) The obligations of the Companies owed to the Sellers are owing without

setoff, recoupment, or counter-claim, in law or in equity, of any nature or kind.

(c) The obligations of the Companies owed to the Sellers are secured by valid, perfected, indefeasible, enforceable, first-priority liens and security interests in the Agent's favor in and on all of the Companies' assets and the collateral.

(d) Each Company is in default under the Credit Agreement and any security and/or pledge agreements executed in connection therewith.

(e) Each Company acknowledges that the CPB Entities have acquired all outstanding inter-company Accounts Receivable as may be owed by Black Belt Communications, Inc., a Virginia corporation ("Black Belt") and Better Nutrition, Inc., a Virginia corporation ("BN") to any of the Companies and none of the Companies have any further rights or claims relating thereto.

**4. Acknowledgment and Consent.** Each Company hereby acknowledges and consents as follows:

(a) Each Company acknowledges and agrees that (i) the Sellers have no obligation to forebear enforcing their rights and remedies; and (ii) the sale of the assets by the Sellers to CBP pursuant to and in accordance with Bill of Sale is within the Sellers' rights under the Credit Agreement, any security and/or pledge agreement executed in conjunction therewith, and applicable law.

(b) Each Company hereby acknowledges and consents to the sale of the assets and collateral to CBP in accordance with and pursuant to the terms of the Credit Agreement, the security and/or pledge agreements executed in connection therewith, and the Bill of Sale.

(c) As of the date hereof, each Company represents and warrants that it is neither aware of nor possesses any claims or causes of action against the Sellers, the Company or the CBP Entities. Notwithstanding this representation, each Company hereby releases the CBP Entities and their respective current and former officers, members, managers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors and assigns, from any liability, claim, right or cause of action that now exists or hereafter arises, whether known or unknown, arising from or any way related to facts in existence as of the date hereof. In addition, each Company hereby releases the CBP Entities from any claims in any way related to actions taken or omitted to be taken by the Sellers under the Credit Agreement, the sale of the assets and the collateral by the Sellers to the CBP Entities, and all other actions or inactions of any nature or kind any of the CBP Entities with respect to this Agreement, the Bill of Sale or the transactions contemplated hereby. Each Company further hereby waives and releases any rights of redemption or other similar rights which it may have, whether at law or in equity.

(d) Since August 31, 2003, each of the Companies has conducted its business in the ordinary course, except for the delay or postponement of the payment of accounts payable or other liabilities, the default under the Credit Agreement and the time and resources, including outside advisors, devoted to cooperating with the Sellers, the CBP Entities and their respective

representatives in connection with the Secured Party Sale.

**5. Power of Attorney.** The Company hereby constitutes and appoints CBP the true and lawful agent and attorney in fact of the Company, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Company but on behalf and for the benefit of the CBP Entities and their successors and assigns, from time to time, as may be reasonably necessary or desirable:

(a) to demand, receive and collect any and all of the assets transferred pursuant to the terms of the Bill of Sale and this Agreement and to give receipts and releases for and with respect to the same, or any part thereof;

(b) to institute and prosecute, in the name of each Company or otherwise, any and all proceedings at law, in equity or otherwise, which the CBP Entities or their successors and assigns may deem proper to collect or reduce to possession any of the Remaining Assets (including the assets transferred pursuant to the terms of the Bill of Sale) and to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and

(c) to do all things legally permissible, required, or reasonably deemed by CBP to be required, to recover and collect the Remaining Assets (including the assets transferred pursuant to the terms of the Bill of Sale), and to use the Company's name in such manner as CBP may reasonably deem necessary for the collection and recovery of such assets.

The Company declares that the foregoing powers are coupled with an interest and are and will be irrevocable by the Company.

**6. Further Assurance.** The Company from time to time hereafter and without further consideration, upon request of CBP, covenants and agrees to execute and deliver all such other and additional assignments, instruments and other documents, and to take all other actions, as may be reasonably deemed appropriate or necessary by CBP to more effectively grant, convey, and assign all of the Remaining Assets (including the assets of a Company transferred pursuant to the terms of the Bill of Sale) granted, conveyed and assigned, or intended so to be, which are included in the Remaining Assets (or the assets transferred pursuant to the terms of the Bill of Sale) and which are reasonably necessary or desirable to facilitate the recognition of the transferred ownership of the Remaining Assets (or the assets transferred pursuant to the terms of the Bill of Sale) by all third parties and applicable governmental agencies and authorities.

**7. Company Covenants.** Each Company covenants and agrees to:

(a) Prepare and, subject to the review and consent of CBP which consent shall not be unreasonably withheld or delayed, file all of the federal, state and local tax returns (the "Tax Returns") required to be filed by the Companies for their 2002 and 2003 fiscal years. In preparing the 2003 Tax Returns, the Companies shall allocate the purchase price for the assets of the Companies consistent with the allocation of purchase price contained in the Bill of Sale;

(b) The Company agrees to timely pay any taxes as may be owed on the Tax Returns required to be filed pursuant to subsection (a) above;

(c) In conjunction with the settlement of the claims of Mitoshi Uyehara, at the request of CBP, to execute a form of release and to take such other actions as CBP deems appropriate or helpful to assist with the release of the escrow funds to Mitoshi Uyehara;

(d) At CBP's request, to execute and file an amendment to a Company's articles/certificate of incorporation and/or registrations to do business so as to change the name of a Company from its existing name to permit the CBP Entities to utilize such name and avoid confusion with the business of the CBP Entities; and

(e) The Company agrees to transfer and deliver possession upon discovery or receipt to such CBP Entity to which such assets relates (or to such CBP Entity as may be requested by CBP) any of the assets transferred pursuant to the terms of this Agreement or the Bill of Sale.

#### 8. **CBP Covenants and Other Matters.**

(a) CBP covenants and agrees to cooperate with and assist Company with the preparation of its 2002 and 2003 Tax Returns and to reimburse the Company for the expenses incurred for professional fees relating to the preparation of the Company's 2002 and 2003 Tax Returns and/or relating to the winding up of the Company's affairs in a total amount not to exceed \$50,000 (subject to the presentation to CBP of reasonable documentation of such expenditures), and to advance to, or pay on behalf of, the Company the federal income tax it may owe on its 2002 and 2003 federal income tax returns in an amount not to exceed \$85,000 (the "Tax Reimbursement"). CBP, at its election, shall be entitled to make payments under the terms of this Section directly to the party to whom the underlying obligation is owed.

(b) Each CBP Entity hereby releases the Companies and their current and former officers, members, managers, directors, employees, agents, attorneys, affiliates, subsidiaries, successors and assigns, from any liability, claim, right or cause of action that now exists or hereafter arises, whether known or unknown, arising from or in any way related to facts in existence as of the date hereof, provided, however, this release shall exclude any claims relating to actions or omissions constituting fraud, willful misconduct or bad faith and nothing in this release shall operate to release a parties obligations under this Agreement.

#### 9. **Certain Employee Matters.**

(a) **Offers of Employment.** In conjunction with and on the Closing Date, the Companies' employees who are Actively at Work shall be terminated by and cease to be employed by the Company, and CBP (or an affiliate thereof) agrees to offer employment to such employees of the Company who are Actively at Work on the Closing Date with such employment to commence as of the day after the Closing Date. An employee is "Actively at Work" on any day if he or she performs his or her duties or responsibilities as an employee of the Company at his or her customary place of employment or such other place or places required by the Company, and said services are performed for the regular assigned number of hours and at the base rate of pay in accordance with the Company's established employment practices.

Company employees shall be considered Actively at Work on any non-working day provided that the Company employees had been actively at work on the regular working day immediately preceding such non-working day.

(b) **401(k) Plan.** CBP (or an affiliate thereof) agrees to assume sponsorship of the Sabot Publishing, Inc. 401(k) Plan ("401(k) Plan") effective as of the Closing Date. The Companies agree to take any and all action necessary under the 401(k) Plan and applicable law to transfer the sponsorship of the 401(k) Plan to CBP (or an affiliate thereof), and to transfer to CBP all records relating to the operation and administration of the 401(k) Plan.

(c) **Flexible Spending Account Plan.** CBP (or an affiliate thereof) shall adopt a Flexible Spending Account Plan and (i) shall credit or cause to be credited under the CBP Flexible Spending Account Plan the account balances that the employees of the Company who become employees of CBP or any of its affiliates (the "New Employees") had under the prior Companies' Flexible Spending Accounts immediately prior to the Closing Date and (ii) shall continue in effect the salary reduction election each New Employee had in place under the Company flexible benefit spending plan immediately prior to the Closing Date. In addition CBP (or an affiliate thereof) shall, if possible, assume the contracts that the Companies had entered into with various third-parties to provide medical, dental, life insurance, and short and long-term disability coverage so to continue that coverage for the New Employees, and if assumption of the contracts is not possible, then for any new contracts for medical, dental, life insurance, and short and long-term disability coverage credit or cause to be credited for eligibility purposes the New Employees' prior service with the Companies, and if allowed by the contract issuer, credit or cause to be credited any deductibles or co-pays already incurred by the New Employees during the plan year that includes the Closing Date.

(d) **Miscellaneous.** Except as otherwise expressly provided in this Agreement, this Agreement is solely for the benefit of the CBP Entities and the Companies and no third party rights are intended or shall be deemed created hereby. Without limiting the generality of the foregoing, no past, present or future employee of CBP (or an affiliate thereof) or the Companies shall have any rights of any nature whatsoever under or arising out of this Agreement. Notwithstanding anything herein to the contrary, CBP and its affiliates shall be free, in their sole and absolute discretion, to amend or terminate any plan, program or practice established or maintained on and after the Closing Date. It is further understood and agreed that CBP's intention to extend offers of employment as set forth in this Section shall not constitute any commitment, contract or understanding (expressed or implied) of any obligation on the part of CBP (or its affiliates) to a post-closing employment relationship of any fixed term or duration, and the employment offered by CBP (or its affiliates) is "at will" and may be terminated at any time for any reason (subject only to any express written commitments made to the contrary by the CBP). Nothing in this Agreement shall be deemed to prevent or restrict in any way the right of CBP to hire, terminate, reassign, promote or demote any of the employees of the Company hired by CBP hereunder after the Closing, or to change (either adversely or favorably) the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such employees.



10. **Consents.** To the extent that the assignment by any Company of any documents, agreements or instruments that are Remaining Assets, assets transferred pursuant to the Bill of Sale or Assumed Liabilities (assumed by a CBP Entity) requires a consent of any party thereto, each Company shall use its reasonable best efforts to obtain such consent. If such consent has not been obtained prior to the date hereof, each such document, agreement or instrument shall be deemed to be assigned pursuant to the provisions of this Agreement, without any further action required on the part of the Company hereunder, effective as of the date the Company hereunder receives notice of such consent. Effective as of such date, CBP shall assume such Assumed Liability. With respect to each such document, agreement and instrument, after the date hereof and until such consent is obtained, Company hereunder shall continue as the prime contracting party, but CBP shall be entitled to the benefits of such document, agreement and instrument accruing after the date hereof to the extent that the Company hereunder may provide CBP with such benefits without violating the terms of such document, agreement and instrument. CBP agrees to perform, at its expense, all the obligations of Company it has agreed to assume and for which CBP is receiving benefits.

11. **Nondisparagement.** Each of the Companies and the CBP Entities agrees not to disparage the other parties hereto, including each of the Companies and the CBP Entities and their respective affiliates, shareholders, members, managers, directors, officers, employees or agents in any way.

12. **Confidentiality.** The Company agrees not to use or disclose at any time after consummation of the transactions contemplated hereby, except with the prior written consent of CBP, any trade secrets, proprietary information, or other confidential information of the Company, including without limitation, information relating to formulas, designs, processes, suppliers, machines, compositions, improvements, inventions, operations, manufacturing, processing, marketing, distributing, selling, cost and pricing data, master files, customer lists, subscriber lists, or advertiser lists utilized by the Company, or the skills, abilities and compensation of the Company's employees, and all other similar confidential information material to the conduct of the Company's business, which is not presently generally known to the public; provided, however, that this provision shall not preclude the Company from (i) the use or disclosure of such information which presently is known generally to the public or which subsequently comes into the public domain, other than by way of disclosure in violation of this Agreement or in any other unauthorized fashion, or (ii) disclosure of such information required by law or court order, provided that prior to such disclosure required by law or court order and the Company will give CBP three business days' written notice (or, if disclosure is required to be made in less than three business days, then such notice shall be given as promptly as practicable after determination that disclosure may be required) of the nature of the law or order requiring disclosure and the disclosure to be made in accordance therewith.

13. **Miscellaneous.** Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Bill of Sale. For purposes of this Agreement, "Closing Date" shall mean the date of the closing for the Bill of Sale.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, without giving effect to any principles of conflicts of law.

15. **Successors and Assigns.** All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Each Company may not assign this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of CBP. CBP may assign all or any portion of its rights and obligations hereunder to an affiliate of CBP and/or to any lenders to CBP, provided that any such assignment shall not release CBP from any of its obligations hereunder.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

17. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

18. **Third Party Beneficiaries.** Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the parties hereto and their successors and assigns, any right or remedies under or by reason of this Agreement.

19. **Notices.** Any notices or other communications required or permitted hereunder shall be made in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), federal express or other overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as follows or to such other address of which the parties may have given notice:

To a Company:                   Hunton & Williams  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, VA 23219  
Attention: John Owen Gwathmey, Esq.  
Fax: (804) 788-8218

To a CBP Entity:               Cruz Bay Publishing, Inc.  
c/o Wind Point Partners  
One Towne Square  
Suite 780  
Southfield, MI 48076  
Attention: James P. TenBroek  
Fax: (248) 945-7220

With a copy to:               Dickinson Wright PLLC

500 Woodward Avenue, Suite 4000  
Detroit, MI 48226  
Attention: Richard M. Bolton, Esq.  
Fax: (313) 223-3648

**20. Jurisdiction and Venue.** EACH COMPANY AND EACH CBP ENTITY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN OR HAVING JURISDICTION OVER OAKLAND COUNTY, MICHIGAN, FOR ANY ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (AND EACH COMPANY AND EACH CBP ENTITY AGREE NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATING THERETO EXCEPT IN SUCH COURTS), AND FURTHER AGREE THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO ITS ADDRESS SET FORTH ABOVE SHALL BE EFFECTIVE SERVICE OF PROCESS OF ANY ACTION, SUIT OR PROCEEDING BROUGHT AGAINST IT IN ANY SUCH COURT. EACH COMPANY AND EACH CBP ENTITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN SUCH STATE OR FEDERAL COURTS AS AFORESAID AND HEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH COMPANY AND EACH CBP ENTITY FURTHER WAIVE ANY RIGHTS ANY OF THEM MAY HAVE TO A JURY TRIAL IN ANY CLAIM OR COUNTERCLAIM ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**21. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and, in accordance with MCLA §600.5001, et seq. and MCR 3.602, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**22. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

**23. Facsimiles of Signature.** CBP and the Companies acknowledge that signatures on this Agreement and certain other documents to be delivered in connection with this Agreement may be delivered by facsimile in lieu of an original signature, and CBP and the Companies agree to treat such signatures as original signatures and shall be bound thereby.

[Signatures follow on next page]

IN WITNESS WHEREOF, each CBP Entity and Company has executed and delivered this Assignment and Assumption Agreement as of the day and year first above written.

Company:

Sabot Publishing, Inc.

By: [Signature]  
Name: James D. Cassey  
Title: President

Southwest Art, Inc.

By: [Signature]  
Name: James D. Cassey  
Title: President

Garlinghouse, Inc.

By: [Signature]  
Name: James D. Cassey  
Title: President

Vegetarian Times, Inc.

By: [Signature]  
Name: James D. Cassey  
Title: President

CBP Entities:

Cruz Bay Publishing, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Southwest Art Publishing, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Log Home Design Ideas, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Vegetarian Times, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Garlinghouse, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DETROIT 46514-2 744876v13

SIGNATURE PAGE TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, each CBP Entity and Company has executed and delivered this Assignment and Assumption Agreement as of the day and year first above written.

Company:

Sabot Publishing, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Southwest Art, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Garlinghouse, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Vegetarian Times, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CBP Entities:

Cruz Bay Publishing, Inc.

By: [Signature]  
Name: Erin Zumbalot III  
Title: President/CEO

Southwest Art Publishing, LLC

By: [Signature]  
Name: Erin Zumbalot III  
Title: CEO

Log Home Design Ideas, LLC

By: [Signature]  
Name: Erin Zumbalot III  
Title: CEO

Vegetarian Times, LLC

By: [Signature]  
Name: Erin Zumbalot III  
Title: CEO

Garlinghouse, LLC

By: [Signature]  
Name: Erin Zumbalot III  
Title: CEO

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SIGNATURE PAGE TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT