

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
Capstone Press, Inc.		06/30/2012	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Coughlan Companies, Inc.
Street Address:	1710 Roe Crest Drive
City:	North Mankato
State/Country:	MINNESOTA
Postal Code:	56003
Entity Type:	CORPORATION: MINNESOTA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2405964	CAPSTONE PRESS
Registration Number:	2377678	YELLOW UMBRELLA
Registration Number:	2410455	BLUE EARTH BOOKS
Registration Number:	2379586	LIFE MATTERS
Registration Number:	2763151	PEBBLE BOOKS
Registration Number:	2802801	HIGH-INTEREST BOOKS
Registration Number:	3812926	VELOCITY
Registration Number:	3784546	CAPSTONE REWARDS
Registration Number:	2758956	FACTHOUND
Registration Number:	3113871	FIRST FACTS
Registration Number:	3020986	FACT FINDERS
Registration Number:	3191104	BLAZERS
Registration Number:	3191112	BLAZERS
Registration Number:	3023807	CAPSTONE PRESS

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Registration Number:	3021008	FACT FINDERS
Registration Number:	3113878	FIRST FACTS
Registration Number:	3028932	PEBBLE
Registration Number:	3138145	A+
Registration Number:	3138146	GRAPHIC LIBRARY
Registration Number:	3138148	A+BOOKS
Registration Number:	3339280	SNAP BOOKS
Registration Number:	3348094	SNAP BOOKS
Registration Number:	3120685	STONE ARCH BOOKS
Registration Number:	3120708	STONE ARCH BOOKS
Registration Number:	3418360	MAX AXIOM
Registration Number:	3418361	
Registration Number:	3357848	A
Registration Number:	3060259	YELLOW UMBRELLA BOOKS

CORRESPONDENCE DATA

Fax Number: 6123351657
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 612-335-1448
Email: eric.paulsrud@leonard.com
Correspondent Name: Eric D. Paulsrud
Address Line 1: 150 South 5th Street, Suite 2300
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	33099.00003
NAME OF SUBMITTER:	Eric D. Paulsrud
Signature:	/Eric D. Paulsrud/
Date:	08/02/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into effective as of July 30, 2012, by and among Capstone Press, Inc., a Minnesota corporation, 1710 Roe Crest Drive, North Mankato, MN 56003 ("Assignor"), and Coughlan Companies, Inc., a Minnesota corporation, 1710 Roe Crest Drive, North Mankato, MN 56003 ("Assignee").

WHEREAS, Assignor, is the owner of those United States Trademark Registrations and state trademark registrations listed on Schedule A attached hereto as well as any other registered or unregistered trademarks owned by Assignor and used in connection with Assignor's business ("Trademarks");

WHEREAS, Assignor is a subsidiary of Assignee and Assignor is hereby assigning and transferring all of its Trademark, all the goodwill associated with its Trademarks, and all other intellectual property assets to Assignee in connection with the corporate dissolution of Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademark, including the registrations for the Trademarks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents reasonably necessary to vest all rights, title and interest in and to the Trademarks and the registrations in Assignee. Assignor makes no representations or warranties concerning the Trademark.

This Trademark Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.




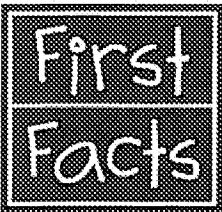
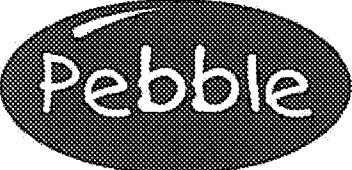
IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment as of the date first above written.

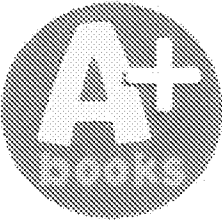




Capstone Press, Inc.,
a Minnesota corporation


By: Robert Coughlan
(Signature)

Its: SECRETARY
(Title)

SCHEDULE A

Mark	Registration No.	Registration Date
U.S. Federal Trademarks:		
CAPSTONE PRESS	2405964	November 21, 2000
YELLOW UMBRELLA	2377678	August 15, 2000
BLUE EARTH BOOKS	2410455	December 5, 2000
LIFE MATTERS	2379586	August 22, 2000
PEBBLE BOOKS	2763151	September 16, 2003
HIGH-INTEREST BOOKS	2802801	January 6, 2004
VELOCITY	3812926	July 6, 2010
CAPSTONE REWARDS	3784546	May 4, 2010
FACTHOUND	2758956	September 2, 2003
FIRST FACTS	3113871	July 11, 2006
FACT FINDERS	3020986	November 29, 2005
BLAZERS	3191104	January 2, 2007
BLAZERS and design: 	3191112	January 2, 2007
CAPSTONE PRESS and design: 	3023807	December 6, 2005
FACT FINDERS and design: 	3021008	November 29, 2005
FIRST FACTS and design: 	3113878	July 11, 2006
PEBBLE and design: 	3028932	December 13, 2005
A+	3138145	September 5, 2006
GRAPHIC LIBRARY	3138146	September 5, 2006
A+BOOKS and design:	3138148	September 5, 2006

		
SNAP BOOKS	3339280	November 20, 2007
SNAP BOOKS and design: 	3348094	December 4, 2007
STONE ARCH BOOKS	3120685	July 25, 2006
STONE ARCH BOOKS and design: 	3120708	July 25, 2006
MAX AXIOM	3418360	April 29, 2008
	3418361	April 29, 2008
A and design: 	3357848	December 18, 2007
YELLOW UMBRELLA BOOKS and design:	3060259	February 21, 2006

 <p>Yellow Umbrella Books</p>		
Minnesota State Trademark Registration:		
BRIDGESTONE BOOKS	33035	September 17, 2002