

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 |
| Preston Industries, Inc. | | 03/02/2012 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | The Waterways Journal, Inc. | | |
| Street Address: | 319 N. Fourth Street | | |
| City: | St. Louis | | |
| State/Country: | MISSOURI | | |
| Postal Code: | 63102 | | |
| Entity Type: | CORPORATION: MISSOURI | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2366131 | MARINA DOCK AGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8164743216 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 314-863-7733 | | |
| Email: | sfbaction@spencerfane.com | | |
| Correspondent Name: | SPENCER FANE BRITT & BROWNE LLP | | |
| Address Line 1: | 1 North Brentwood Blvd. | | |
| Address Line 2: | Suite 1000 | | |
| Address Line 4: | St. Louis, MISSOURI 63105-3925 | | |
| ATTORNEY DOCKET NUMBER: | 5010825-8 | | |
| NAME OF SUBMITTER: | Glenn K. Robbins II | | |
| Signature: | /Glenn K. Robbins II/ | | |

Date:

08/15/2012

Total Attachments: 6

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BILL OF SALE AND AFFIDAVIT OF TITLE

Preston Publications, a division of Preston Industries, Inc. ("Seller"), pursuant to a certain Asset Purchase Agreement (the "Purchase Agreement") dated as of February 10, 2012, by and between Seller, an Illinois corporation and The Waterways Journal, Inc., a Missouri corporation ("Buyer"), in consideration of purchase price specified in the Purchase Agreement, the receipt of which is acknowledged, does sell, assign, transfer, convey and deliver to Buyer, all right, title and interest of Seller in and to the Assets (as herein defined), other than the Excluded Assets (as herein defined), to have and to hold the same to the Buyer, its successors and assigns, forever.

Buyer has not assumed, and by accepting this Bill of Sale shall not assume or otherwise be responsible for any debt, liability or obligation of Seller other than any such debt, liability or obligation assumed by Buyer under and pursuant to the terms of this Bill of Sale and Affidavit of Title ("Bill of Sale") or the Purchase Agreement.

Seller further warrants that it has good title to the Assets, free and clear of all mortgages, liens and encumbrances of any kind whatsoever.

The following is a list of the assets conveyed by Seller pursuant to and in accordance with the Purchase Agreement, other than the Excluded Assets (collectively, the "Assets"):

- A. The registered trademark Marina Dock Age (Serial No. 75687762), and any and all other trademarks, trade names and logos exclusively associated with the *Marina Dock Age* magazine, and the website *www.marinadockage.com*, (the "Publications") including, without limitation, any special or compendium issues or editions, if any, and the names and titles of columns, departments or regular features appearing in the Publications, if any, provided, however, that to the extent Seller does not have rights capable of protection as a trademark, trade name or logo in any of the aforesaid, Seller transfers hereunder to Buyer only such rights as Seller shall have, together with the associated goodwill, and all federal, state and foreign registrations and applications for registration of such trademarks, trade names and logos including United States Trademark Registrations, if any;
- B. All rights of Seller in all copyrights in and to the Publications, including, without limitation, all copyrights covering any issues of the Publications published prior to the Closing Date (as defined in the Purchase Agreement), any articles, photographs and artwork which (i) have appeared in issues of the Publications published prior to the April 2012 issue; and (ii) are intended to appear in subsequent issues of the Publications; the copyright registrations and applications, if any, pertaining to any issue of the Publications published prior to the Closing (as defined in the Purchase Agreement) and all rights of Seller which have or will accrue with respect to any such copyright and applications; together with all goodwill associated with the same, provided, however, that to the extent

Seller does not have copyrightable rights in any of the aforesaid, Seller transfers hereunder to Buyer only such rights as Seller shall have, if any;

- C. All subscription lists exclusively for the Publications for active and, to the extent maintained by Seller, suspended or expired, paid subscribers to the Publications, together with all related information and other data, including names, addresses, zip codes, email addresses, prices paid and dates of payment, terms of subscriptions and expiration dates to the extent such information is in Seller's possession or subject to Seller's control;
- D. All controlled subscription lists exclusively for the Publications for active and, to the extent maintained by Seller, past subscribers to the Publications, including names, addresses, zip codes, email addresses and all other related data to the extent such information is in Seller's possession or subject to Seller's control;
- E. The current list of prospective advertisers and subscribers for the Publications, if any, including to the extent that the following are in Seller's possession or subject to Seller's control and are exclusively used for the Publications; names, addresses, zip codes, email addresses, telephone and fax numbers and all other related data to the extent such information is contained in Seller's possession or subject to Seller's control;
- F. All the existing and current Publications' records and other data relating to advertising space reservations, advertising insertion orders, advertising, promotion, current rate cards, current and former advertisers, credit information, marketing studies and reports, readership studies, audience surveys and prospect lists for advertising, in each case relating solely to the Publications, provided that Seller shall be entitled to retain a copy thereof for its records;
- G. Original advertising contracts, invoices and advertising insertion orders, with related accounting information, for advertising to be carried in issues of the Publications to be published subsequent to the March 2012 issue, if any, provided that Seller shall be entitled to retain a copy thereof for its records ;
- H. The originals of and all rights of Seller in all editorial, artwork and production inventory (manuscripts, art, engravings, photographs and the like), whether published or unpublished, in each case relating solely to the Publications, and all back issues and back copy inventory prepared exclusively for the Publications, to the extent any of the foregoing is in Seller's possession or subject to Seller's control;
- I. The originals of and all rights of Seller in all work in process and under development relating exclusively to the Publications, including but not limited to, all written material and data bases;
- J. To the extent that the following is in Seller's possession or subject to Seller's control, all current sales correspondence, call reports and call books that relate exclusively to the Publications;

- K. All available data, records and files, whether written or electronic, in Seller's possession or subject to Seller's control relating exclusively to the Publications, including, without limitation, data bases, correspondence and back files to the extent Buyer reasonably requests such materials prior to the Closing Date;
- L. All rights of Seller in the film, plates, negatives and all other reproductive media relating exclusively to the publications, if any;
- M. The current promotional and advertising materials relating exclusively to the Publications and all rights of Seller to publish or otherwise use the same;
- N. All rights of Seller in the editorial library of information (including unexpired subscriptions to periodicals) relating exclusively to the Publications; all the rights of Seller in the editorial information, research, surveys, records, files, correspondence and materials used or useful exclusively in connection with the publication of the Publications;
- O. All of Seller's rights to all market research files including statistics, reports, files, forms, records and source documents used and useful exclusively in editorial research and advertising sales research for the Publications;
- P. All of Seller's rights to all existing plans and planning relating exclusively to the day-to-day operations of the Publications subsequent to the Closing Date and the promotion and the merchandising of the Publications;
- Q. All of Seller's rights to promotional materials, labeling materials, billing materials and other materials used exclusively in connection with or developed exclusively for, the marketing, promotion, sale or distribution of the Publications and all stationery, envelopes and business forms, in paper or electronic form, held by Seller for use solely in connection with the publication of the Publications all to the extent in existence on the Closing Date;
- R. All of Seller's rights to all substantiating and supporting circulation records, files and materials concerning current controlled and paid subscriptions to the Publications;
- S. All rights of Seller to publish or otherwise use (i) work in process relating exclusively to the Publications whether consisting of editorial material or artwork, photographs, illustrations, diagrams or other illustrative material, and (ii) other illustrative material relating exclusively to the Publications whether or not the same have heretofore appeared in the Publications, provided, however, that to the extent Seller does not have ownership rights in any of the aforesaid materials, Seller transfers hereunder to Buyer only such rights as Seller shall have, if any;
- T. Goodwill exclusively associated with the Publications (which, for the avoidance of doubt, does not include any goodwill derived from the use of the names Preston Publications or Preston Industries, Inc.); and

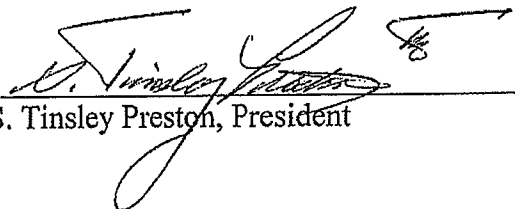
- U. All of the Publications' records and data to the extent relating to revenue from classified and display advertising, book sales, reprints, subscriptions and other revenue sources; including all related invoices to customers for the past three years and accounting data and records as it exists in manual or computer format, provided that Seller shall be entitled to retain a copy thereof for Seller's records.

For the avoidance of doubt, Seller shall retain its right, title and interest in the following assets ("Excluded Assets"): (i) monies, cash, cash equivalents, trade receivables, accounts receivable, investments, securities and bank and other depository accounts, credit card merchant accounts and deposits (other than deposits or receivables associated with issues of the Publications to be published by Buyer); (ii) assets of Seller not exclusively used or held for use in connection with the Publications; (iii) rights of Seller under any contracts, other than assigned contracts, or any employee benefit plans or programs, or insurance policies and any refunds paid or payable in connection with such insurance policies; (iv) Seller's corporate charter documents, minute books and similar corporate records and company seal; (v) any and all computers, desks, furniture, hardware, servers or software; and (vi) show magazine racks and display materials (other than those that relate solely to *Marina Dock Age*, to the extent such items exist).

[Signatures Follow]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered as of the 2nd day of March, 2012.

PRESTON PUBLICATIONS, a division of
PRESTON INDUSTRIES, INC.

By: 
S. Tinsley Preston, President

Acknowledged and Agreed:

THE WATERWAYS JOURNAL, INC.

By: _____
President

IN WITNESS WHEREOF; the undersigned has caused this instrument to be duly executed and delivered as of the 2nd day of March, 2012.

PRESTON PUBLICATIONS, a division of
PRESTON INDUSTRIES, INC.

By: _____
S. Tinsley Preston, President

Acknowledged and Agreed:

THE WATERWAYS JOURNAL, INC.

By: H. Nelson Spencer
President