

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D MAGAZINE PARTNERS, L.P.	FORMERLY MAGAZINE LIMITED PARTNERS, L.P.	12/12/2006	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	GLADSTONE BUSINESS LOAN, LLC, SUCCESSOR-IN-INTEREST TO WELLS FARGO FOOTHILL, INC.
Street Address:	1521 WESTBRANCH DRIVE
Internal Address:	SUITE 200
City:	McLEAN
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85675172	DMOMS
Serial Number:	85642552	HOUSTON CEO
Registration Number:	3893400	FRONTROW
Registration Number:	3893399	SWEETCHARITY
Registration Number:	3893398	SIDE DISH
Registration Number:	3815186	FREE DALLAS
Registration Number:	3575846	DALLASDIRT
Registration Number:	3579570	D CEO
Registration Number:	3467306	D HOME
Registration Number:	3408685	D DESIGN BOOK
Registration Number:	3491471	D MEDICAL DIRECTORY
Registration Number:	3408684	D FASHION

OP \$465.00 85675172

Registration Number:	3491470	D PRIVATE SCHOOL HANDBOOK
Registration Number:	3408683	D EATING & DRINKING
Registration Number:	3408682	D BEAUTY
Registration Number:	3408681	D WEDDINGS
Registration Number:	3295873	DALLASCEO
Serial Number:	85371576	THE BEST OF BIG D TALENT SHOW

CORRESPONDENCE DATA

Fax Number: 509-458-27
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 509-624-5265`
Email: debbiep@witherspoonkelley.com
Correspondent Name: Debbie A. Palm
Address Line 1: 422 West Riverside Avenue
Address Line 2: Suite 1100
Address Line 4: Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER:	31572-28
NAME OF SUBMITTER:	Debbie A. Palm
Signature:	/dap/
Date:	09/28/2012

Total Attachments: 13
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**COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY
AND MATERIAL AGREEMENTS**

THIS Collateral Assignment of Intellectual Property and Material Agreements (this "Assignment") made as of December 12, 2006, by ALLISON PUBLICATIONS, LLC, a Texas limited liability company; D MAGAZINE PARTNERS, L.P., a Texas limited partnership; ALLISON MEDIA, INC., a Texas corporation; CITY NEWSPAPERS, LP, a Texas limited partnership; and CITY NEWSPAPERS MANAGEMENT, LLC, a Texas limited liability company (collectively, "Borrower") to Wells Fargo Foothill, Inc., a California corporation ("Lender").

RECITALS

A. Borrower and Lender have entered into a Replacement Borrowing Agreement of even date (the "Borrowing Agreement") pursuant to which Lender has agreed to make a secured loan to Borrower.

B. As security for Borrower's repayment obligations to Lender, Borrower has granted to Lender a first priority security interest in substantially all of the assets of Borrower as evidenced by a Security Agreement from Borrower to Lender of even date herewith (the "Security Agreement"). The Assignment is given to supplement the security interest granted by Borrower to Lender under the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Definitions.** Most of the capitalized terms used in this Assignment are defined in the Borrowing Agreement or other Loan Documents. Other capitalized terms are defined below.

Agreements shall mean all of the advertising agreements, publication agreements, co-location agreements, personal property leases, tenancies, occupancy agreements, franchise agreements, operating agreements and the income and profits therefrom, whether now existing or hereafter arising, held or used by Borrower in the operation of Borrower's business, specifically including any and all of Borrower's right, title and interest in agreements, contracts or understandings material to the operation of the business of Borrower including, without limitation, the licenses listed on Exhibit C to the Borrowing Agreement made a part hereof, and. *Agreement* shall mean any one of the Agreements.

Copyrights shall mean all copyrights, copyright registrations and copyright applications, including without limitation, the copyrights, copyright registration and copyright applications listed on Exhibit A attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable

with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest. *Copyright* shall mean any one of the Copyrights.

Licenses shall mean all rights and obligations pursuant to Borrower's license agreements with any other person with respect to any Agreement, Patents, Marks and Copyrights or otherwise, whether Borrower is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Exhibit B attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses. *License* shall mean any one of the Licenses.

Marks shall mean all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, including without limitation, the trademarks, service marks and applications listed on Exhibit C attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Borrower now or hereafter has any right, title or interest. *Mark* shall mean any one of the Marks.

Patents shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit D attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which Borrower now or hereafter has any right, title or interest. *Patent* shall mean any one of the Patents.

Obligations shall have the meaning ascribed to said term in the Security Agreement.

2. **Collateral Assignment.** In order to secure the due and punctual payment of the Note and the performance of Borrower's Obligations, Borrower hereby grants to Lender and its successors and assigns a continuing security interest in, and hereby collaterally assigns to Lender (subject to Permitted Liens) the Agreements, Copyrights, Licenses, Marks and Patents and the

goodwill of Borrower's business connected with and symbolized by the Agreements, Copyrights, Licenses, Marks and Patents; provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Agreements or Licenses to which Borrower is party (and any Patents, Marks and Copyrights currently licensed by others to Borrower pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Lender's request, Borrower will use its best efforts to obtain any consent needed to subject any such property that is material to Borrower's business to this collateral assignment and grant of a security interest.

3. **Term.** This Assignment shall remain in full force and effect until the date as of which the Note has been paid in full and all other Obligations of Borrower under the Loan Documents have been satisfied, and Lender is under no further obligation thereunder, whereupon this Assignment shall be deemed null and void, and of no further force or effect; provided however, that the term of this Assignment granted herein as it related to any specific Patent, Mark, Copyright or License shall terminate upon the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder.

4. **Restrictions on Future Agreements.** Borrower agrees and covenants that until the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Borrowing Agreement shall have been terminated, Borrower will not take any action or enter into any agreement, including, without limitation, entering into any license agreement, which is inconsistent with Borrower's Obligations under this Assignment, and Borrower further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Lender under this Assignment. Borrower agrees and covenants not to sell or assign its interest in the Patents, Marks, Copyrights or Licenses without receiving the prior written consent of Lender thereto. Borrower agrees and covenants not to grant any license under the Patents, Marks, Copyrights or Licenses without receiving the prior written consent of Lender except in the ordinary course of Borrower's business.

5. **Certain Covenants, Representations and Warranties of Borrower.** Borrower covenants, represents and warrants that: (i) the Patents, Marks and Licenses listed on Exhibits B, C and D and the Copyrights material to Borrower's business are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Borrower's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks and Licenses listed on Exhibits B, C and D and the Copyrights material to Borrower's business have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks and Licenses listed on Exhibits B, C and D and the Copyrights material to Borrower's business is valid and enforceable and Borrower is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which

would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Borrower's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Borrower owns the entire right, title and interest in and to each of the Patents, Marks, Copyrights and Agreements (other than those being licensed to Borrower pursuant to the Licenses) free and clear of any liens and encumbrances of every kind and nature except for Permitted Liens, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any liens and encumbrances of every kind and nature arising by, through or under Borrower, in each case except for (A) rights granted by Borrower pursuant to the applicable licenses as listed on Exhibit B, (B) the Permitted Liens, and (C) liens and encumbrances in favor of Lender pursuant to this Assignment or the other Loan Documents; (vi) the Patents, Marks and Copyrights and Licenses listed Exhibits A through D and the Agreements listed on Exhibit C of the Borrowing Agreement constitute all such items in which Borrower has any right, title or interest that are material to its business; (vii) Borrower has the unqualified right to enter into this Assignment and perform its terms; and (viii) Borrower will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

6. **New Agreements, Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Borrowing Agreement shall have been terminated, Borrower shall (i) enter into any new agreements or contracts material to the operation of Borrower's business; (ii) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses; or (iii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyright, copyright registration, trade name, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto. Borrower hereby authorizes Lender to modify this Assignment by noting any future acquired Agreements, Patents, Marks, Copyrights and Licenses on Exhibit C of the Borrowing Agreement and the Exhibits hereto, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Borrower or rights of Lender hereunder.

7. **Royalties.** Borrower hereby agrees that the collateral assignment to Lender of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Borrower such smaller geographic location as may be specified for Borrower's use in the applicable License) and without any liability for royalties or other related charges from Lender to Borrower.

8. **Collection of Income.** Borrower shall have the right to collect all of the income, benefits, rents and profits from the Agreements and the Licenses and to retain, use and enjoy the same unless and until an Event of Default occurs and the Cure Period has expired, following which Lender shall have the right to collect and retain such income, benefits, rents and profits.

10. **Duties of Borrower.** Borrower shall have the duty, at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter; (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights consistent with its past business practices; and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights consistent with its past business practices. Borrower shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright that is material to Borrower's business without the written consent of Lender. Borrower shall have the duty to perform all of its obligations under the Agreements.

11. **Lender's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default and the expiration of any Cure Period, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Agreements, Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 12.

12. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence and during the continuance of an Event of Default and the expiration of the applicable Cure Period, and with respect to the Agreements and Licenses, Lender shall be entitled: (A) to take possession of the Agreements and Licenses; (B) to notify any party to any Agreement or License of Lender's position thereunder; and (C) to accept performance and collect any sums due under the Agreements or the Licenses. Borrower hereby constitutes and appoints Lender Borrower's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default, to (i) endorse Borrower's names on all applications, documents, papers and instruments determined by Lender in its sole discretion as necessary or desirable for Lender in the use of the Agreements, Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Agreements, Patents, Marks, Copyrights and Licenses as Lender reasonably deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any person, (iv) to obtain the consent or approval of this Assignment from third- parties, and (v) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any person. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This

power of attorney shall be irrevocable until the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Borrowing Agreement shall have been terminated. Borrower acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Lender under the Borrowing Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Agreements, Patents, Marks, Copyrights or Licenses may be enforced. Borrower hereby releases Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

14. Miscellaneous Provisions.

14.1 *Modifications.* This Assignment may not be changed orally. Except as provided in Section 6 hereof, for a modification of this Assignment to be effective, it must be in writing and have been signed by Borrower and Lender. Every right or remedy granted by this Assignment may be exercised as often as shall be deemed expedient by Lender.

14.2 *Assignability.* This Assignment may be assigned by Lender, in whole or in part and in its sole discretion, upon Notice to Borrower but without the consent or approval of Borrower. This Assignment may not be assigned by Borrower, either directly or indirectly, in whole or in part, without the prior written consent of Lender. This Assignment and the duties set forth herein shall bind Borrower and its successors and assigns. All rights and powers established in this Assignment shall benefit Lender and its successors and assigns.

14.3 *Headings.* Section and subsection headings used in this Assignment are included for convenience and ease of reference only and shall not in any manner influence the construction or interpretation of any provision of this Assignment or be given any substantive effect.

14.4 *Waiver.* No right or obligation under this Assignment will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by the party's duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time. No failure on the part of Lender to exercise, and no delay in exercising any right or obligation under this Assignment shall operate as a waiver thereof.

14.5 *Invalid Provision.* If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Assignment, such provision shall be fully severable. This Assignment shall be construed and enforced as if such illegal or otherwise unenforceable provision had never comprised a part hereof. The remaining provisions of this Assignment shall remain in full force and effect and shall not be affected. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added

automatically as part of this Assignment a legal, valid and enforceable provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be legally possible.

14.6 *Attorneys' Fees.* If any litigation or other dispute resolution proceeding is commenced between Lender and Borrower to enforce or determine the rights or responsibilities of Lender or Borrower, the prevailing party or parties in the proceeding will be entitled to receive, in addition to any other relief granted, its reasonable attorneys' fees, expenses and costs. Such fees, expenses and costs shall include all statutory costs and disbursements, all costs associated with discovery depositions and expert witness fees, and all out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For purposes of this section, the phrase "litigation or other dispute resolution" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, any arbitration or mediation, any proceeding commenced in the bankruptcy courts of the United States, and any appeal from any of the foregoing.

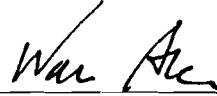
14.7 *Governing Law and Venue; Waiver of Jury Trial.* This Assignment is made in accordance with, and shall be interpreted and enforced pursuant to, the laws of the State of Washington, including the Washington Uniform Commercial Code, and the federal laws of the United States of America. If any action or other proceeding shall be brought by Borrower in connection with this Assignment, the venue of such action shall be in Spokane County, Washington. If any action or other proceeding shall be brought by Lender in connection with this Assignment, the venue of such action shall be in Spokane County, Washington or in such other jurisdiction for which venue is proper under applicable law. Borrower hereby consents to the personal jurisdiction of the Superior Court of Spokane County and the United States District Court for the Eastern District of Washington. **BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY ISSUE ARISING OUT OF THIS ASSIGNMENT.**

[Execution signatures appear on the following pages.]


Borrower has executed this Assignment as of the date first above written.

BORROWER:

ALLISON PUBLICATIONS, LLC,
a Texas limited liability company


By: 
Lodowick B. Allison aka Wick Allison,
Member and Manager

ALLISON MEDIA, INC.,
a Texas corporation

By: 
Lodowick B. Allison aka Wick Allison,
President

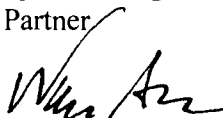
D MAGAZINE PARTNERS, L.P.,
a Texas limited partnership

By: Allison Media, Inc., its General Partner

By: 
Lodowick B. Allison aka Wick Allison,
President

CITY NEWSPAPERS, LP,
a Texas limited partnership

By: City Newspapers Management, LLC,
Its General Partner

By: 
Lodowick B. Allison aka Wick Allison,
Sole Member

[Execution signatures continue on following page.]

CITY NEWSPAPERS MANAGEMENT, LLC,
a Texas limited liability company

By: _____



Lodowick B. Allison aka Wick Allison,
Sole Member

EXHIBIT A

COPYRIGHTS

All of D Mag's Copyrights associated with the following publications:

1. D Magazine;
2. D Home and Garden;
3. Eating & Drinking;
4. Dallas Ft. Worth Medical Directory;
5. D Weddings;
6. D Home Dallas Design Book;
7. Dallas Private Schools Handbook;
8. D Beauty;
9. Parade of Homes;
10. Dallas CEO;
11. D Estates; and
12. D Fashion.

All of CNM's Copyrights associated with the following publications:

1. Park Cities People;
2. Preston Hollow People;
3. Bent Tree People;
4. Bluffview People;
5. Lake Highlands People;
6. Lakewood People;
7. Oak Cliff People;
8. Turtle Creek People; and
9. West Plano People.

SCHEDULE B




LICENSES

ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX. B-1

TRADEMARK
REEL: 004869 FRAME: 0159

EXHIBIT C

TRADEMARKS AND SERVICE MARKS

Country	Mark	Application Serial Number	Application Filing Date	Registration No.	Registration Date
US	FRONTBURNER	78/677,114	Jul 25, 2005	3,120,133	Jul 25, 2006
US	FIRSTHOME	78/219,837	Feb 27, 2003	2,906,232	Nov 30, 2004
US	D (in square) 	76/562,271	Nov 28, 2003	2,910,096	Dec 14, 2004
US	D (in red square) 	76/562,270	Nov 28, 2003	2,910,095	Dec 14, 2004
US	BEST OF BIG D	76/327,894	Oct 22, 2001	2,662,553	Dec 17, 2002
US	D HOME AND GARDEN	76/151,445	Oct 20, 2000	2,590,848	Jul 9, 2002
US	D HOME AND GARDEN & Design 	76/151,444	Oct 20, 2000	2,512,363	Nov 27, 2001
US	EDALLAS	76/095,989	Jul 25, 2000	2,523,534	Dec 25, 2001
US	D MAGAZINE	73/140,215	Sep 6, 1977	1,089,692	Apr 18, 1978
US	DALLAS MEDICAL HALL OF FAME	78/680,750	Jul 28, 2005	n/a	n/a

All in the name of Magazine Limited Partners, L.P. now known as D Mag.

EXHIBIT D

PATENTS AND PATENT APPLICATIONS

Not applicable.

ASSIGNMENT OF INTELLECTUAL PROPERTY . . . EX. D-1