

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>
Maupin House Publishing, Inc.		12/31/2012	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coughlan Companies, Inc.		
<b>Street Address:</b>	1710 Roe Crest Drive		
<b>City:</b>	North Mankato		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	56002		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2697573	MAUPIN HOUSE	
<b>Registration Number:</b>	2968527	CRAFT PLUS	
<b>Registration Number:</b>	3193255	TARGET SKILLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123351657		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(612) 335-1448		
<b>Email:</b>	eric.paulsrud@leonard.com		
<b>Correspondent Name:</b>	Eric D. Paulsrud		
<b>Address Line 1:</b>	150 South 5th Street, Suite 2300		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	33099.00079		
<b>NAME OF SUBMITTER:</b>	Eric D. Paulsrud		

OP \$90.00 2697573

Signature:	/Eric D. Paulsrud/
Date:	04/30/2013
<b>Total Attachments: 4</b> source=Asset Purchase Agreement of Maupin House by Coughlan Companies - REDACTED - 31-DEC-2012#page1.tif source=Asset Purchase Agreement of Maupin House by Coughlan Companies - REDACTED - 31-DEC-2012#page2.tif source=Asset Purchase Agreement of Maupin House by Coughlan Companies - REDACTED - 31-DEC-2012#page3.tif source=Asset Purchase Agreement of Maupin House by Coughlan Companies - REDACTED - 31-DEC-2012#page4.tif	

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into this 31<sup>st</sup> day of December, 2012, by and between Maupin House Publishing, Inc., a Florida Corporation ("Seller"), and Coughlan Companies, Inc. dba Capstone, a Minnesota corporation ("Buyer"). Buyer and Seller are referred to collectively as the "Parties" or singularly as a "Party."

WHEREAS, Seller is engaged in the business of creating, publishing, distributing, and selling books and educational material in various media under the "Maupin House" name (the "Business");

WHEREAS, Seller desires to sell assets related to its imprints and titles used in its Business to Buyer on the terms and conditions contained in this Agreement;

WHEREAS, Buyer desires to purchase Seller's assets related to Seller's imprints and titles used in the Business upon the terms and subject to the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the preface above that shall be deemed to be a substantive part of this Agreement, and of the promises and the respective mutual agreements herein made, and in consideration of the covenants, representations and warranties herein contained, it is agreed by the Parties hereto as follows:

### Article 1 Sales-Basic Transaction

Section 1.1 Agreement to Buy and Sell. At the Closing, subject to the terms and conditions set forth in this Agreement, and specifically to reservations set forth in Section 1.3, Seller agrees to sell, convey, assign, transfer and deliver to Buyer and Buyer agrees to purchase from Seller, assets, real or personal, tangible or intangible, of Seller which are used in the Business, and if a tangible physical asset, located at one or more of the Business Premises, wherever the same may be located (collectively the "Purchased Assets"), free and clear of all security interests, claims, liens and other encumbrances other than those set forth on Exhibit 1.1 herof (the "Permitted Encumbrances"), including, but not limited to, all of the following used in the Business:

- Intellectual Property. All of Seller's rights, title and interest in and to all its licenses required to operate the Business, the name "Maupin House" all other proprietary rights related to the Purchased Assets including all trademarks or copyrights, all other intangible assets associated with each of the foregoing ("Intellectual Property"), including:
- The trademarks, trade names, service marks and other intellectual property rights related to the Purchased Assets that are identified in Exhibit 1.1(c) and any registration or application for any such mark in any country in the

world ("Trademarks");

Section 1.2 Surrender of All Rights in Trademarks.

- \* So long as Buyer has any valid subsisting trademark registration for any of the Trademarks or for so long as Buyer is making any bona fide use of any of the Trademarks in any country in the world and has not abandoned its rights in and to all the Trademarks, whichever is longer, and except as provided in 1.2(b) Seller shall not make any use of any of the Trademarks anywhere in the world and Seller shall not apply for or attempt to obtain a registration for any of the Trademarks in any country in the world.

Article II  
Purchase Price, Liabilities, and Prorations

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth above.

BUYER: COUGHLAN COMPANIES, INC.

By: William R. Rouse

Witness: Fagan

Title: Chief Operating Officer

Witness: Fagan

Signature: William R. Rouse

SELLER: MAUPIN HOUSE PUBLISHING, INC.

By: Julia C. Gandy

Witness: Shelley Harrison

Title: President

Witness: William C. Harrison

Signature: Julia C. Gandy

EXHIBITS

Exhibit 1.1

Exhibit 1.1(c) Maupin House, CraftPlus, Target Skills.