

12-18-2003



To the Honorable Commissioner of Pa.

102625956

original documents or copy thereof.

1. Name of conveying party(ies): Citizens Bank of Massachusetts

- Individual(s)
- General Partnership
- Corporation-State
- Other Massachusetts Bank
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date October 16, 2003

2. Name and address of receiving party(ies)

Name: Cruz Bay Publishing

Internal Address: c/o Wind Point Partners

Street Address: One Towne Square, Suite 780

City: Southfield State: Michigan Zip: 48076

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See 1 in Addendum

B. Trademark Registration No.(s) See 2 in Addendum

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nicole M. Meyer

Internal Address: Dickinson Wright PLLC, Suite 800

Street Address: 1901 L Street, N.W.

City: Washington State: D.C. Zip: 20036

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41) \$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04 1061 (credits/deficiencies only).

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nicole M. Meyer
Name of Person Signing

Nicole M. Meyer
Signature

Nov. 26, 2003
Date

9

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231



11-26-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

TRADEMARK
REEL: 002881 FRAME: 0270

0000003 76405298
40.00 DR
625.00 DR
12/17/2003 EDUOPER
01 FC-6521
02 FC-6522

Addendum 1/2

1. 76/405,298; 76/403,880; 78/222,785; 78/222,770; 76/404,590; 76/389,785; 76/389,755;
76/389,754

Addendum 2/2

2. 2,157,017; 2,100,528; 2,268,499; 2,634,637; 2,634,636; 2,626,504; 1,305,865; 1,305,863;
2,774,760; 2,102,728; 2,128,341; 2,228,410; 2,619,142; 2,280,852; 2,268,500; 2,268,499;
2,161,107; 1,849,276; 1,526,826

TRADEMARK ASSIGNMENT

ASSIGNMENT made this 17th day of October, 2003, by and between Cruz Bay Publishing, Inc., a Delaware corporation having an address at c/o Wind Point Partners, One Towne Square, Suite 780, Southfield, MI 48076 (hereinafter "Assignee"), and Citizens Bank of Massachusetts, a Massachusetts bank having an address at Exchange Place, 53 State Street, 8th Floor, Boston, MA 02109, 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) (in such capacity, hereinafter "Assignor").

WHEREAS, Sabot Publishing, Inc., a Virginia corporation, and its subsidiaries Black Belt Communications, Inc., Better Nutrition, Inc., Vegetarian Times, Inc., Southwest Art, Inc. and Garlinghouse, Inc. (collectively, hereinafter the "Company"), own and have used, are using, or have intended to use in the United States of America the service marks and trademarks described on Schedule A attached hereto (hereinafter the "Marks");

WHEREAS, Assignor is the holder of a security interest in the Marks and the goodwill of the business associated therewith, pursuant to a certain Second Amended and Restated Credit Agreement dated as of June 4, 2001, as amended, by and between, among others, Company and Assignor, as amended; and

WHEREAS, in connection with the terms of a Bill of Sale, of even date herewith, by and among Assignor, MCG Capital Corporation, MCG Finance I, LLC and Assignee (the "Bill of Sale"), Assignee is desirous of acquiring the Marks, the goodwill, and the entirety of the business associated therewith, as well as all federal applications and registrations.

NOW, THEREFORE, it is agreed that pursuant to the purchase of the total business assets of Company's ongoing and existing business to which the Marks pertain, the receipt and

sufficiency of such consideration is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee, as and to the extent provided in the Bill of Sale, all of Assignor's right, title, and interest in and to the Marks and the federal applications and registrations therefor, together with the goodwill and entirety of the ongoing and existing business symbolized thereby.

Assignor further assigns to Assignee all of Assignor's rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that upon request by Assignee, as and to the extent provided in the Bill of Sale, Assignor shall execute all papers, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

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· IN WITNESS WHEREOF, the Assignor has executed this Assignment.

CITIZENS BANK OF MASSACHUSETTS, as Agent

By: Matthew E. Murphy

Name: MATTHEW E. MURPHY

Title: VP

State of Massachusetts)
County of Suffolk) ss:

Matthew E. Murphy, being duly sworn, did depose and say this 17th day of October, 2003, that he is an officer of Assignor; that he/she is authorized to execute this Assignment on behalf of Assignor; that he/she has read and signed the foregoing Assignment and knows and understands the contents thereof.

Teresa C. Irlite
Notary Public

My Commission expires: February 5, 2010

46514-2 87218

SCHEDULE A

Marks

1. Black Belt Communications, Inc.

| <u>Mark</u> | <u>Reg./App. No. Note</u> |
|----------------------------|---------------------------|
| FIGHTSPORT (Logo) | 76/405,298 |
| FIGHTSPORT (words only) | 76/403,880 |
| BLACK BELT | 2,157,017 |

2. Garlinghouse, Inc.

| <u>Mark</u> | <u>Reg./App. No. Note</u> |
|--|---------------------------|
| LOG HOMES DESIGN IDEAS (Design) | 2,100,528 |
| LOG HOME DESIGN IDEAS (Design) | 78/222,785 |
| LOG HOME DESIGN IDEAS (words only) | 78/222,770 |

.3. Southwest Art, Inc.

| <u>Mark</u> | <u>Reg./App. No. Note</u> |
|----------------------------------|---------------------------|
| LIVING WEST (Design) | 76/404,590 |
| ART SOURCE | 2,634,637 |
| SOUTHWEST ART'S ART SOURCE | 2,634,636 |
| LIVING WEST (words only) | 2,626,504 |
| SOUTHWEST ART (Design) | 1,305,865 |
| SOUTHWEST ART (words only) | 1,305,863 |

4 Better Nutrition, Inc.

| <u>Mark</u> | <u>Reg./App. No. Note</u> |
|---|---------------------------|
| BETTER NUTRITION NATURAL SOLUTIONS FOR HEALTHY LIVING | 2,774,760 |
| BETTER NUTRITION (words only) | 2,102,728 |
| BETTER NUTRITION (Design) | 2,128,341 |
| NATURALLY THE RIGHT CHOICE | 2,228,410 |

5. Vegetarian Times, Inc.

| Mark | Reg./App. No. Note |
|---|--------------------|
| VT VEGETARIAN TIMES (logo) | 76/389,752 |
| VT VEGETARIAN TIMES (logo) | 76/389,755 |
| VT VEGETARIAN TIMES (logo) | 76/389,754 |
| HEALTHY LIFESTYLES | 2,619,142 |
| LOW FAT & FAST | 2,280,852 |
| VV THE VIRTUAL VEGETARIAN | 2,268,500 |
| VEGETARIAN TIMES (Online magazine, paper products) | 2,268,499 |
| NATURAL REMEDIES | 2,161,107 |
| VEGETARIAN TIMES (recipe cards) | 1,849,276 |
| VEGETARIAN TIMES (Magazine) | 1,526,826 |

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