

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
Avalon Publishing Group		02/27/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Winton Shoemaker & Company, LLC		
Street Address:	1400 65th Street		
Internal Address:	Suite 250		
City:	Emeryville		
State/Country:	CALIFORNIA		
Postal Code:	94608		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2874968	S & H	
Registration Number:	2874967	S & H	
Registration Number:	2869779	SHOEMAKER & HOARD	
CORRESPONDENCE DATA			
Fax Number:	(415)989-1663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 772-5714		
Email:	nag@cpdb.com		
Correspondent Name:	Nate A. Garhart		
Address Line 1:	One Ferry Building		
Address Line 2:	Suite 200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	12906-001		
NAME OF SUBMITTER:	Nate A. Garhart		

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Signature:

/nate a. garhart/

Date:

05/22/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into by and between Avalon Publishing Group Incorporated, a California corporation ("Assignor") and Winton Shoemaker & Company, LLC, a California limited liability company, effective as of February 27, 2007 ("Assignee").

Recitals

A. Assignor is the owner of the trademarks and related registrations and applications on Schedule A hereto and the goodwill of the business symbolized thereby (the "Marks").

B. Assignor desires to assign all of its right, title and interest in and to the Marks to Assignee.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. Assignment/Acceptance. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Marks and Assignee hereby accepts all of Assignor's right, title and interest in and to the Marks.
2. Additional Documentation. Upon Assignee's request, Assignor shall execute and deliver such additional instruments of assignment as may be necessary to establish Assignee's record of ownership of the Marks.
3. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
4. Governing Law. This Assignment shall be governed by and conferred in accordance with the laws of the State of California, without regard to the principles of conflicts of laws of that or any other jurisdiction.

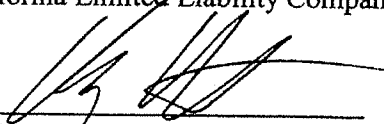
[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

ASSIGNOR: AVALON PUBLISHING GROUP, INCORPORATED
a California Corporation

By: 
Susan Reich, President

ASSIGNEE: WINTON SHOEMAKER & COMPANY, LLC,
a California Limited Liability Company

By: 
Charles Winton, Manager

Schedule A

Marks

Shoemaker & Hoard (white on black logo)Reg.No 2874968

Shoemaker & Hoard (black on white logo)Reg.No. 2874967

SHOEMAKER & HOARD (typed drawing).....Reg.No. 2869779