

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/01/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Point Foundation		01/07/2005	Nonprofit Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	New Whole Earth, LLC
Street Address:	c/o Paracorp Inc. 318 N. Carson St.
Internal Address:	STE 208
City:	Carson City
State/Country:	NEVADA
Postal Code:	89701
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	74582938	WHOLE EARTH CATALOG
Serial Number:	74582936	WHOLE EARTH REVIEW
Serial Number:	74582930	WHOLE REVIEW EARTH
Serial Number:	74582937	WHOLE EARTH CATALOG

CORRESPONDENCE DATA

Fax Number: (310)576-6160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3105766161
 Email: cm.coate@verizon.net
 Correspondent Name: Charles M. Coate, Esq.
 Address Line 1: 1221 Second Street, Third Floor
 Address Line 4: Santa Monica, CALIFORNIA 90401

OP \$115.00 74582938

ATTORNEY DOCKET NUMBER:	NEW WHOLE EARTH, LLC
NAME OF SUBMITTER:	Charles M. Coate
Signature:	/Charles M. Coate/
Date:	09/19/2007

Total Attachments: 7

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ASSIGNMENT OF RIGHTS

Reference is hereby made to that certain agreement (the "Agreement"), dated November ____, 2004, by and between New Whole Earth, LLC ("NWE"), a limited liability company duly formed and operating under the laws of the State of Nevada, with a mailing address of C/o Costa, Abrams & Coate, LLP, 1221 Second Street, Third Floor, Santa Monica, California 90401, Attention: Charles M. Coate, and the Point Foundation ("Point"), a California nonprofit corporation, with an office located at 1014 Torney Ave, San Francisco, California 94129 and mailing address of P.O. Box 29198 San Francisco, California 94129, under the terms of which NWE acquired from Point certain intellectual property including and relating to the "Whole Earth" and "Whole Earth Catalog" trademarks, and related publications.

For \$1.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Point (and each subsidiary, related or affiliated company or person) exclusively licenses and transfers all of its right, title, and interest in and to the "IP" and the "Additional Property" (as those terms are defined and set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by this reference). The "Term" of the exclusive license granted to NWE hereunder shall commence upon Point's delivery to NWE of original, fully executed copies of this Assignment and the Agreement and shall continue until the earlier of: (i) the date which is Fifty (50) consecutive years thereafter; or (ii) the "Compensation" (as defined in the Agreement) is paid in full to Point. At the time the entire amount of the Compensation has been paid to Point, if ever, Point (and each subsidiary, related or affiliated company or person) is deemed to quitclaim, assign, grant, transfer, convey, and set over (collectively referred to herein as "grant") forever and throughout the universe unto NWE, free and clear of any encumbrance, all of Point's right, title, and interest, whatsoever and of whatever nature, in and in connection with, associated with, or relating to, whether in whole or in part, the IP and the Additional Property subject to the following:

Point warrants and represents that: (i) Point exclusively owns and controls (or will own and control in accordance with the terms of the Agreement), the IP and to the extent it has been acquired, the Additional Property; (ii) Point has not granted, assigned, encumbered, or otherwise disposed of the IP and the Additional Property; and (iii) Point has not done, caused, or authorized to be done by anyone other than NWE and will not do, cause, or authorize anyone other than NWE to undertake any act or thing by which any of the rights herein granted have been impaired or will be impaired or in any way encumbered. Point agrees to indemnify and hold NWE harmless against any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, incurred by or on behalf of NWE by reason of any material breach or alleged breach, ~~whatsoever~~, of any representation or warranty herein contained. Point hereby releases NWE and any and all parent, successor, subsidiary, and affiliated companies, entities and divisions, and the officers, employees, shareholders, agents, attorneys, partners, directors, limited partners, payroll companies, insurers, independent contractors, licensees and assigns, past and present, of any of them, from any and all claims, liabilities, demands, damages, penalties, debts, obligations, actions, and causes of action (hereafter "Claims"), whether now know or unknown, arising on or before the date Point sign this agreement and/or arising out of any acts or events which occurred prior to Point's execution of this agreement. This release includes, but is not limited to, any Claims arising out of any federal, state, or local constitution, statute, ordinance,

regulation, or any common law action, including, but not limited to, any breach of contract, any breach of collective bargaining agreement, any breach of covenant of fair dealing, and/or any tort.

NWE agrees to defend, indemnify, and hold harmless Point from and against all claims, actions, damages, liabilities, obligations, and expenses, (including without limitation reasonable attorneys' fees) arising out of any breach or alleged breach of NWE's covenants or agreements contained herein.

Point agrees to duly execute, acknowledge and deliver to NWE, in form approved by NWE, any and all further documents and instruments as may be reasonably required to evidence, maintain, carry out, or perfect the purposes and intent of this Assignment, failing which, after a period of Five (5) business days from Point's receipt of such document(s) and/or instrument(s) for review and negotiation NWE shall be appointed as the lawful attorney-in-fact for such purpose, such power being coupled with an interest and therefore irrevocable.

It is the intention hereof, that the IP to be licensed, sold, and conveyed to NWE include all intellectual property rights owned or controlled by Point and its related and affiliated companies and persons relating to the Whole Earth Catalog, any and all business activities affiliated therewith, and the "Trademarks", "Copyrights", and "Domain Names" whether or not listed in Exhibit "A" and the term "IP" shall be deemed to include all such intellectual property rights whether or not listed. To the extent, the IP includes rights which have lapsed (such as, but not limited to, "dead trademarks") or which have been assigned to others and others to be reasonably obtained, Point undertakes to revive or re-acquire such IP rights for the benefit of NWE under the supervision and direction of NWE, the reasonable costs of which (excluding any costs incurred by NWE including but not limited to NWE's attorneys' fees) shall be paid by Point out of the "Compensation" in accordance with the terms of the Agreement.

All rights herein granted by Point to NWE shall be freely transferable by NWE, in whole or in part, without restriction or limitation, and shall inure to the benefit of NWE's successors, assigns, and licensees.

The sole right of Point as to any breach hereunder by NWE shall be the recovery of damages, if any, and the rights herein granted by Point shall not terminate by reason of such breach. In no event may Point terminate this agreement or obtain injunctive or other equitable relief with respect to any breach of NWE's obligations hereunder.

This Assignment contains the entire understanding of Point and NWE with respect to the subject matter hereof, supersedes any and all prior written or oral agreements between the parties relating hereto (but shall at all times remain subordinate to the terms and conditions contained in the Agreement) and cannot be modified or amended except by a written instrument signed by Point and NWE. Point acknowledges that Point has not executed this Assignment in reliance on any representation or promise made by NWE or any of its representatives other than those expressly contained in the agreement. This Assignment shall be governed by and interpreted under the laws of the State of California. If any provision hereof is determined to be illegal or unenforceable, all other provisions hereof shall continue in full force and effect.

All other terms and conditions as set forth in the Agreement shall remain unchanged and continue in full force and effect and in the event of any conflict between this Assignment and the Agreement, the terms of the Agreement shall control.


IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of November 4, 2004.

AGREED TO AND CONFIRMED:

NEW WHOLE EARTH, LLC
("NWE")

By: _____
Title: _____

THE POINT FOUNDATION
("Point")

By: 
Title: President

1/7/2005

All other terms and conditions as set forth in the Agreement shall remain unchanged and continue in full force and effect and in the event of any conflict between this Assignment and the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of November 4, 2004.

AGREED TO AND CONFIRMED:

NEW WHOLE EARTH, LLC
("NWE")

By: SB Decker
Title: President

THE POINT FOUNDATION
("Point")

By: [Signature]
Title: President

1/7/2005

EXHIBIT "A"

THE IP AND THE ADDITIONAL PROPERTY

(1) The IP:

1.1 Federal Trademarks Applications/ Registrations.

Mark	Application No.	Reg. No.	Status
ELECTRONIC WHOLE EARTH CATALOG	73/836,814		DEAD
WHOLE EARTH CATALOG& Design	74/582,938	1,917,931	LIVE
WHOLE EARTH CATALOG	74/582,937	1,919,700	LIVE
WHOLE EARTH REVIEW	74/582,936	1,919,699	LIVE
WHOLE EARTH REVIEW & Design	74/582,930	1,921,978	LIVE
WHOLE EARTH CATALOG	74/582,929		DEAD
WHOLE EARTH CATALOG	74/582,928		DEAD
WHOLE EARTH CATALOG	74/582,927		DEAD
WHOLE EARTH CATALOG	74/582,925		DEAD
WHOLE EARTH SOFTWARE CATALOGUE			
WHOLE EARTH SOFTWARE REVIEW	73/435,324		DEAD
WHOLE EARTH NETWORK	74/610,279		DEAD

1.2 Common Law Trademarks.

WHOLE EARTH
WHOLE EARTH MAGAZINE

WHOLE EARTH REVIEW
 CO-EVOLUTIONARY QUARTERLY
 WHOLE EARTH ACCESS
 WHOLE EARTH CATALOG

1.3 Copyrights.

<u>Reg.</u>	<u>Year</u>	<u>Title</u>	<u>Publisher</u>	<u>Copyright</u>
		<i>Catalogs</i>		
	1968 +	The Whole Earth Catalog (various)		
	1971	The Last Whole Earth Catalog: Access to Tools	Random House	
	1974	The Whole Earth Epilog	Penguin	
	1974 or 75	The Updated Last Whole Earth Catalog Access To Tools	Random House or Penguin (?)	
	1980	The Next Whole Earth Catalog	Random House	
	1986	Essential Whole Earth Catalog	Doubleday	TX-1-979-397
	1994	The Millennium Whole Earth Catalog	Harper Collins	TX-3-945-308
	1998	Original Whole Earth Catalog, Special 30th Anniversary Issue	Whole Earth	
		<i>Special Catalogs & Related Books</i>		
	1984	Whole Earth Software Catalog	Quantum Press (Doubleday)	
	1985	Whole Earth Software Catalog for 1986	Quantum Press (Doubleday)	
	1986	Whole Earth Software Catalog for 1986 : 2.0	Quantum Press (Doubleday)	
	1986	News That Stayed News: 1974-1984 (Ten Years of Co Evolution Quarterly)	North Point Press	
	1988	Signal: Communication Tools for the Information Age	Crown Harmony	TX-2-486-767
	1989	The Fringes of Reason: A Whole Earth Catalog	Crown Harmony	TX-2-584-800
	1990	The Whole Earth Ecolog: The Best of Environmental Tools & Ideas	Crown Harmony	TX-3-701-298
	1991	Helping Nature Heal: An Introduction to Environmental Restoration	Ten Speed Press	TX-3-184-511

Magazines

Whole Earth Magazine, issues #1 through 110
 Whole Earth Magazine, issue #111 (electronic)
 Whole Earth Review
 Co-Evolutionary Quarterly

1.4 Domain Names.

1.4.1 The domain name located on the World Wide Web at www.wholeearth.com;

- 1.4.2 The domain name located on the World Wide Web at www.wholeearthmag.com;
- 1.4.3 The domain name located on the World Wide Web at www.wholeearth.org;
- 1.4.4 The domain name located on the World Wide Web at www.wholeearth.net;
- 1.4.5 The domain name www.wholeearthcatalog.com;
- 1.4.6 The domain names which may or may not exist at present with the words "whole", "earth", and "mag" (or "magazine") in any order;
- 1.4.7 The domain names which may or may not exist at present with the words "whole", "earth", and "catalog" in any order; and
- 1.4.8 Point will use all reasonable means to secure future domains for NWE at NWE's direction, and NWE will be responsible for the expense as set forth in the Agreement.

Collectively, the Trademarks, the Copyrights, and the Domain Names are referred to as the "IP".

(2) **The Additional Property:** All physical assets, including but not limited to reviewed and un-reviewed books, CD's, Film, Videos, DVD's and other media existing as of the date hereof shall become the property of NWE. Point shall have the right, but not the obligation, to use such materials with NWE's consent, which consent shall not be unreasonably withheld. NWE and Point will endeavor to secure these items in a safe and accessible location with the right of reasonable access during normal business hours to such persons as may be designated by Point or NWE and approved exclusively by NWE, which such approval shall not be unreasonably withheld, provided that the access and use of the materials occur solely at the location where the items are stored.