

03-27-2008

Electronic Version v1.1  
 Stylesheet Version v1.1



103492306

3-26-08

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the REMOVE U.S. Registration No. 2731564 (Application Serial No. 76389785) from assignment document recorded on November 26, 2003, previously recorded on Reel 002881 Frame 0270. Assignor (s) hereby confirms the ASSIGNMENT.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank of Massachusetts		11/26/2003	Massachusetts Bank: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Cruz Bay Publishing
Street Address:	One Towne Square Suite 780
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48076
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76405298	FIGHTSPORT

CORRESPONDENCE DATA

Fax Number: (202)659-1559  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-659-6941  
 Email: rgan@dickinsonwright.com  
 Correspondent Name: Rebecca Gan, Esq. Dickinson Wright PLLC  
 Address Line 1: 1901 L. St., NW Suite 800  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	27932-2; WRITE OFF
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NAME OF SUBMITTER:	Rebecca Gan
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CH \$40.00 76405298

TO: REBECCA GAN, ESQ. DICKINSON WRIGHT PLLC COMPANY: 1901 L. ST., NW SUITE 800

Signature:	/rgan/
Date:	02/26/2008
Total Attachments: 3 source=assocvrsheet#page1.tif source=assocvrsheet#page2.tif source=assocvrsheet#page3.tif	

11/26/03

12-18-2003



102625956

To the Honorable Commissioner of Pa.

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

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

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

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 78d

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

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

40-000 01 625-00 10  
76-05296  
0000053  
12/17/2003 EDCOMPER  
01 FC: 0521  
00 FC: 0522

11-26-2003

TRADEMARK  
REEL: 002881 FRAME: 0270

TRADEMARK  
REEL: 003751 FRAME: 0665

## 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

**TRADEMARK**  
**REEL: 002881 FRAME: 0271**

**TRADEMARK**  
**REEL: 003751 FRAME: 0666**

## 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**  
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**TRADEMARK**  
**REEL: 003751 FRAME: 0667**

## TRADEMARK ASSIGNMENT

ASSIGNMENT made this 17<sup>th</sup> 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, 8<sup>th</sup> 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

**TRADEMARK  
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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.

[Balance of page intentionally remains blank.]

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 17<sup>th</sup> 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.

Theresa C. White  
Notary Public

My Commission expires: February 5, 2010

46514-2 87218



**SCHEDULE A**

**Marks**

**1. Black Belt Communications, Inc.**

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

**2. Garlinghouse, Inc.**

<b>Mark</b>	<b>Reg./App. No. Note</b>
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

**TRADEMARK**  
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**TRADEMARK**  
**REEL: 003751 FRAME: 0671**

**.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

**TRADEMARK**  
**REEL: 002881 FRAME: 0277**