

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COURT APPOINTMENT OF TRUSTEE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARRIS PUBLICATIONS, INC.		05/26/1975	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SANFORD P. ROSEN, AS ASSIGNEE FOR THE BENEFIT OF CREDITORS OF HARRIS PUBLICATIONS, INC.		
Street Address:	747 THIRD AVENUE		
Internal Address:	ROSEN & ASSOCIATES		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017-2803		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 141			
Property Type	Number	Word Mark	
Serial Number:	72092874	HAIRDO	
Serial Number:	73390835	HAIRSTYLE	
Serial Number:	73527169	HAIRDO IDEAS	
Serial Number:	74003749	MAIL ORDER 500	
Serial Number:	74433982	COUNTRY DECORATING IDEAS	
Serial Number:	74433983	COUNTRY ALMANAC	
Serial Number:	74433987	COMBAT HANDGUNS	
Serial Number:	74433989	SPECIAL WEAPONS	
Serial Number:	74433990	SMALL BUSINESS OPPORTUNITIES	
Serial Number:	75100825	MEN'S WORKOUT	
Serial Number:	75196280	SHORT HAIR	
Serial Number:	75203000	HARRIS COMICS	
Serial Number:	75701775	CELEBRITY HAIRSTYLES	
Serial Number:	76175923	CUT & STYLE	
Serial Number:	76319919	QUILT	
Serial Number:	76328977	TACTICAL KNIVES	
Serial Number:	76328978	FLOWER GARDENS	

CH \$3540.00 72092874

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76328979	EXERCISE & HEALTH
Serial Number:	76522092	RIDES
Serial Number:	76535897	HOW TO LIVE LARGE IN SMALL SPACES
Serial Number:	76535898	SMALL ROOM DECORATING
Serial Number:	76614117	RIDES MAGAZINE PRESENTS CUSTOM COLLECTIO
Serial Number:	76977298	RIDES
Serial Number:	76978419	CUSTOM COLLECTION
Serial Number:	77156330	TACTICAL WEAPONS
Serial Number:	77425743	HAIR WINNERS
Serial Number:	77426405	PC HOW-TO GUIDE
Serial Number:	77732465	HAIR CUT & STYLE
Serial Number:	77850715	START YOUR OWN BUSINESS
Serial Number:	78225114	ROMANTIC COUNTRY
Serial Number:	78721339	DONK BOX & BUBBLE
Serial Number:	78759036	KITCHEN STYLE & DESIGN
Serial Number:	78978893	DONK
Serial Number:	78978960	DONK BOX & BUBBLE
Serial Number:	85059857	RIDES
Serial Number:	85256179	FLEA MARKET GARDENS
Serial Number:	85406145	RIFLE FIREPOWER
Serial Number:	85527234	VINTAGE STYLE
Serial Number:	85549604	FLEA MARKET STYLE
Serial Number:	85550750	THE NEW PIONEER
Serial Number:	85550892	VINTAGE & VICTORIAN
Serial Number:	85551039	SMALL GARDENS
Serial Number:	85551101	REAL GARDENS
Serial Number:	85551178	BACKYARD SOLUTIONS
Serial Number:	85551289	REAL KITCHENS
Serial Number:	85551300	SMALL KITCHEN
Serial Number:	85551309	DECORATING SHORTCUTS
Serial Number:	85557542	BLACK GUNS
Serial Number:	85557704	GUN ANNUAL
Serial Number:	85557731	GUN BUYER'S ANNUAL
Serial Number:	85557748	GUN BUYER'S GUIDE
Serial Number:	85557885	PERSONAL & HOME DEFENSE
Serial Number:	85557909	POCKET PISTOLS
Serial Number:	85557927	THE COMPLETE BOOK OF AUTOPISTOLS
Serial Number:	85557939	THE COMPLETE BOOK OF GUNS

Property Type	Number	Word Mark
Serial Number:	85561366	CONTAINER GARDENS
Serial Number:	85561403	FRESH COTTAGE
Serial Number:	85561415	COTTAGES & CABINS
Serial Number:	85561468	GREAT BACKYARDS
Serial Number:	85561498	NEW IDEAS FOR STORAGE
Serial Number:	85561520	STORAGE SOLUTIONS
Serial Number:	85561548	DISTINCTIVE KITCHEN SOLUTIONS
Serial Number:	85561592	SIMPLE QUILTS & SEWING
Serial Number:	85561648	GET RICH AT HOME
Serial Number:	85561682	JUICY
Serial Number:	85561726	DRAG RACING ACTION
Serial Number:	85561758	GUNS OF THE OLD WEST
Serial Number:	85561808	GUNS & WEAPONS FOR LAW ENFORCEMENT
Serial Number:	85561864	SPORTSMAN'S BOWHUNTING
Serial Number:	85561936	HAIRSHOW
Serial Number:	85561954	HAIR PREVIEW
Serial Number:	85561966	BRIDAL STAR HAIRSTYLES
Serial Number:	85561988	HARRIS' FARMER'S ALMANAC
Serial Number:	85562076	FANTASY FOOTBALL
Serial Number:	85563125	HAIRSTYLE SHOWCASE
Serial Number:	85683063	DOG NEWS
Serial Number:	85684013	D THE DOG NEWS ANNUAL MAGAZINE
Serial Number:	85738244	COTTAGE STYLE
Serial Number:	85760736	PERSONAL & HOME DEFENSE
Serial Number:	85761027	PERSONAL DEFENSE WORLD
Serial Number:	85761194	TACTICAL-LIFE
Serial Number:	85761220	TACTICAL LIFE
Serial Number:	85761436	TACTICAL LIFE
Serial Number:	85802815	PRO FOOTBALL DRAFT
Serial Number:	85846353	AMERICAN FRONTIERSMAN
Serial Number:	85909690	AMERICAN DREAM COTTAGES
Serial Number:	85909704	LIVE WITH EASE & STYLE
Serial Number:	86081903	SURVIVOR'S EDGE
Serial Number:	86103691	FRESH QUILTS
Serial Number:	86249534	BANG
Serial Number:	86249589	BANG
Serial Number:	86312137	SMALL SPACE DECORATING
Serial Number:	86319726	REAL WORLD SURVIVOR

TRADEMARK

REEL: 005838 FRAME: 0714

Property Type	Number	Word Mark
Serial Number:	86319749	REAL WORLD SURVIVOR
Serial Number:	86319761	REAL WORLD SURVIVOR
Serial Number:	86331040	REAL FITNESS
Serial Number:	86331050	REAL FITNESS
Serial Number:	86331061	REAL MUSCLE
Serial Number:	86331072	REAL MUSCLE
Serial Number:	86331082	WOMAN'S OWN FITNESS
Serial Number:	86331089	WOMAN'S OWN FITNESS
Serial Number:	86380713	HERBAL REMEDIES
Serial Number:	86386928	TACTICAL WEAPONS
Serial Number:	86389991	HAIR WINNERS
Serial Number:	86412918	PRO TOURING
Serial Number:	86417430	AMERICAN BIBLE
Serial Number:	86417447	HISTORY CLASSICS
Serial Number:	86417459	AMERICAN ICONS
Serial Number:	86429440	BALLISTIC
Serial Number:	86429456	BALLISTIC
Serial Number:	86429690	HOLLYWOOD ICONS
Serial Number:	86461064	STYLE MAKERS
Serial Number:	86463235	ROOM TO CREATE
Serial Number:	86548216	GAUGE
Serial Number:	86563800	AMERICAN OUTDOORS
Serial Number:	86563818	AMERICA'S OUTDOORS
Serial Number:	86563850	AMERICAN CLASSICS
Serial Number:	86563855	AMERICA'S CLASSICS
Serial Number:	86588480	CRIME CLASSICS
Serial Number:	86605074	EASY HERB GARDENING
Serial Number:	86615273	AMERICA'S HANDGUN MODEL 1911
Serial Number:	86615286	THE COMPLETE BOOK OF RELOADING
Serial Number:	86615305	COMPLETE BOOK OF RIMFIRES
Serial Number:	86655116	MUSIC ICONS
Serial Number:	86673200	ROMANTIC COUNTRY
Serial Number:	86673205	ROMANTIC COUNTRY
Serial Number:	86673211	ROMANTIC COUNTRY
Serial Number:	86686768	ALL TIME BEST SOUPS
Serial Number:	86687768	HARRIS SCIENCE
Serial Number:	86698468	ALL GOOD
Serial Number:	86809160	GREEN ENERGY HOMES

Property Type	Number	Word Mark
Serial Number:	86809175	GREEN ENERGY HOMES & LIVING
Serial Number:	86815035	GUN SHOW
Serial Number:	86867563	MAGNUM
Serial Number:	86867577	MAGNUM
Serial Number:	86922939	CELEBRITY ICONS
Serial Number:	86922957	RELIGION CLASSICS
Serial Number:	86963055	ARMED
Serial Number:	86975695	SURVIVOR'S EDGE
Serial Number:	87056413	PERSONAL DEFENSE WORLD
Serial Number:	87056434	BARGAIN STYLE

CORRESPONDENCE DATA

Fax Number: 4048738501

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4048738624

Email: trademarks@agg.com, tucker.barr@agg.com

Correspondent Name: J. Tucker Barr

Address Line 1: 171 17th Street NW

Address Line 2: Arnall Golden Gregory LLP, Suite 2100

Address Line 4: Atlanta, GEORGIA 30363

ATTORNEY DOCKET NUMBER: 26069.3

NAME OF SUBMITTER: J. Tucker Barr

SIGNATURE: /J. TUCKER BARR/

DATE SIGNED: 07/21/2016

Total Attachments: 8

source=Assignment for Benefit of Creditors#page1.tif

source=Assignment for Benefit of Creditors#page2.tif

source=Assignment for Benefit of Creditors#page3.tif

source=Assignment for Benefit of Creditors#page4.tif

source=Assignment for Benefit of Creditors#page5.tif

source=Assignment for Benefit of Creditors#page6.tif

source=Assignment for Benefit of Creditors#page7.tif

source=Assignment for Benefit of Creditors#page8.tif

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
In the Matter of the General Assignment :
for the Benefit of Creditors of: :

HARRIS PUBLICATIONS, INC., :

Assignor, :

Index No. 510002/2016

- to - :

Honorable Anil C. Singh

SANFORD P. ROSEN, :

Assignee. :

-----X
ORDER: (I) COMMENCING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF HARRIS PUBLICATIONS, INC.; (II) AUTHORIZING AND DIRECTING ASSIGNEE TO POST A BOND; (III) APPROVING THE RETENTION OF ROSEN & ASSOCIATES, P.C., AS HIS GENERAL COUNSEL *NUNC PRO TUNC* TO APRIL 28, 2016; (IV) APPROVING THE RETENTION OF RUST CONSULTING/OMNI BANKRUPTCY, AS CLAIMS AGENT; (V) APPROVING THE RETENTION OF INPLACE AUCTION LLC, AS AUCTIONEER; (VI) APPROVING THE RETENTION OF KEEN-SUMMIT CAPITAL PARTNERS LLC, AS REAL ESTATE ADVISOR; (VII) APPROVING THE LIQUIDATION SALE AND BIDDING PROCEDURES FOR THE FURNITURE, FIXTURES, AND EQUIPMENT; (VIII) ESTABLISHING THE DEADLINE FOR FILING PROOFS OF CLAIM AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF; AND (IX) APPROVING PROCEDURES FOR THE FUTURE NOTIFICATION OF ALL CREDITORS

Upon the annexed affidavit, dated May 5, 2016, of Sanford P. Rosen ("Assignee"), the assignee for the benefit of creditors of Harris Publications, Inc. ("Assignor"), in support of the Application (the "Application")¹ for the entry of an Order: (a) commencing an assignment (the "Assignment") for the benefit of creditors of Assignor; (b) authorizing and directing Assignee to post a bond; (c) approving the retention of Rosen & Associates, P.C. (the "Rosen Firm"), as Assignee's general counsel *nunc pro tunc* to April 28, 2016; (d) approving the retention of Rust

-----X
¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

Consulting/Omni Bankruptcy (“**Rust Omni**”), as claims and noticing agent; (e) approving the retention of InPlace Auction LLC (“**InPlace**”), as auctioneer; (f) approving the retention of Keen-Summit Capital Partners LLC (“**Keen**”), as real estate advisor; (g) approving the liquidation sale and bidding procedures for the furniture, fixtures, and equipment; and (h) establishing the deadline for filing proofs of claim and approving the form and manner of notice thereof; and it appearing that the amount of the bond is in the appropriate amount for this matter; and upon the Declaration of Sanford P. Rosen (the “**Declaration**”), principal shareholder of the Rosen Firm, in support of the Application; and it appearing that the Rosen Firm neither holds nor represents an interest adverse to Assignor with respect to the matters upon which it is to be engaged; and it appearing that the retention of Rust Omni, InPlace, and Keen is in the best interests of Assignor and its estate; and it appearing that the relief requested in the Application is in the best interests of Assignor and its estate; and it appearing that: (i) the hearing on the Application was originally scheduled for June 23, 2016, pursuant to an order to show cause that set June 16, 2016 as the date by which written objections to the relief sought by the Application were to be filed; (ii) the order to show cause was amended so as to schedule the hearing for May 26, 2016, but was not amended so as to change the objection deadline of June 16, 2016; (iii) parties in interest were given notice of the Application by service of the amended order to show cause; and (iv) no party in interest has served or filed an objection to the relief sought by the Application; it is

hereby **ORDERED THAT:**

1. The Application is granted to the extent provided herein.
2. An assignment for the benefit of creditors is hereby commenced on behalf of Assignor.
3. Assignee bc, and he hereby is, authorized and directed to post a permanent bond in the sum of \$2.7 million (the “**Bond**”) in compliance with section 6 of the New York Debtor

and Creditor Law and conditioned upon the faithful performance of Assignee's duties herein within 30 days after the date of entry of this Order.

4. Assignee be, and he hereby is, authorized and directed to pay any premium due on the Bond from Assignor's estate.

5. Assignee is hereby authorized to retain the Rosen Firm as his general counsel herein *nunc pro tunc* to April 28, 2016 and in accordance with the terms and conditions set forth in the Application and the Declaration.

6. The Rosen Firm shall be compensated pursuant to the terms and conditions set forth in the Application and in accordance with section 21 of the New York Debtor and Creditor Law.

7. Assignee is hereby authorized to retain Rust Omni as his claims and noticing agent in accordance with the terms and conditions set forth in the Application and the Retention Letter, a copy of which is attached to the Application as Exhibit "E."

8. Assignee is hereby authorized to compensate Rust Omni in accordance with the terms and conditions set forth in the Application and Retention Letter without further order of the Court.

9. Assignee is hereby authorized to retain InPlace in accordance with the terms and conditions set forth in the Application and the InPlace Contract, a copy of which is attached to the Application as Exhibit "F."

10. Assignee is hereby authorized to compensate InPlace Auction in accordance with the terms and conditions set forth in the Application Agreement and InPlace Contract without further order of the Court.

11. Assignee is hereby authorized to retain Keen as his real estate advisor in accordance with the terms and conditions set forth in the Application and the Keen Retention Agreement, a copy of which is attached to the Application as Exhibit "H."

12. Assignee is hereby authorized to compensate Keen in accordance with the terms and conditions set forth in the Application Agreement and Keen Retention Agreement without seeking further order of the Court.

13. The Sale and Bidding and Notice Procedures set forth in the Application are hereby approved.

14. The deadline for the filing of Proofs of Claim, including secured claims, as defined in sections 34 and 35 of the New York Debtor and Creditor Law, and preferred claims, as outlined in section 22 of the New York Debtor and Creditor Law, against Assignor is **July 6, 2016 at 5:00 p.m. (Prevailing Eastern Time) (the "Claims Bar Date")**.

15. Assignee's proposed Claims Notice Procedures regarding the Claims Bar Date, as outlined in the Application, be and the same hereby are, approved, including the forms of the Proof of Claim, the Claims Bar Date Notice and the Publication Notice, and the manner of notice of the Claims Bar Date, except that Assignee shall cause Rust Omni to publish notice of the Claims Bar Date once in the national edition of USA Today at least twenty-one (21) days prior to the Claims Bar Date.

16. Any person or entity who is served with notice of the Claims Bar Date and fails to file a Proof of Claim on or before the Claims Bar Date is forever barred, estopped, and enjoined from asserting a claim against Assignor, Assignee, and/or their professionals, with such Proofs of Claim being forever discharged from any and all indebtedness or liability with respect to such Proof of Claim, and such person or entity shall be barred from claiming or seeking any distribution from Assignee or Assignor's estate.

17. The procedure (the "Notice Procedure") regarding future notices to creditors in this case, except as set forth in paragraph 19 hereof, as set forth in the Notice to All Creditors Regarding Future Notification, attached hereto as Exhibit "A," be and the same hereby is, approved.

18. The Notice to All Creditors Regarding Future Notification, be and the same hereby is, approved.

19. Assignee, or his agent, shall serve a copy of this Order upon all Assignor's known creditors together with service of the Claims Bar Date Notice, a Proof of Claim form, and the Notice to All Creditors Regarding Further Notification.

20. Notwithstanding anything to the contrary contained in this Order, Assignee, while the Assignment is pending, shall preserve (i) Assignor's electronically stored e-mail communications and attachments thereto, and (ii) the books and financial records of Assignor in any format for the six year period preceding the Assignment Date.

ORDERED, that, notwithstanding the granting of the Motion in accordance with this Order, in the event a party in interest serves and files an objection to the relief sought by the Application on or before the objection deadline of June 16, 2016, in accordance with the amended order to show cause, the Assignee shall request that the Court convene a hearing to adjudicate the objection on such notice to the objecting party as the Court shall direct.

5/26/16

SO ORDERED



ANIL C. SINGH
J.S.C.

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
In the Matter of the General Assignment :
for the Benefit of Creditors of: :
 :
HARRIS PUBLICATIONS, INC., :
 :
 Assignor, : Index No. 510002/2016
 :
 - to - : Honorable Anil C. Singh
 :
SANFORD P. ROSEN, :
 :
 Assignee. :
-----X

**NOTICE TO ALL CREDITORS
REGARDING FUTURE NOTIFICATIONS**

PLEASE TAKE NOTICE that on _____, 2016, the Supreme Court of the State of New York County of New York entered an order (“**Order**”) commencing an assignment for the benefit of creditors on behalf of Harris Publications, Inc. pursuant to a Deed of Assignment dated April 28, 2016. Sanford P. Rosen (“**Assignee**”) is the assignee in this proceeding.

PLEASE TAKE FURTHER NOTICE that on _____, 2016, the Order approved procedures regarding future notices to be given to creditors in the case.

PLEASE TAKE FURTHER NOTICE that creditors may register to obtain subsequent notices in the case in electronic format by visiting Assignee’s noticing and claims agent, Rust Omni Management, at www._____.

PLEASE TAKE FURTHER NOTICE that creditors not wishing to obtain notices in electronic format may elect to receive such notices by contacting Rust Omni Management by telephone at _____, facsimile at _____, e-mail at _____, or sending a request by United States Postal Service to the following address:

Harris Publications, Inc. ABC
c/o Rust Consulting/Omni
5955 De Soto Avenue, Suite 100
Woodland Hills, CA 91367

PLEASE TAKE FURTHER NOTICE that creditors who neither register to obtain notices in electronic format nor request notices in non-electronic format in accordance with this Notice shall receive no further notice in the case.

ROSEN & ASSOCIATES, P.C.
Attorneys for the Assignee
747 Third Avenue
New York, NY 10017-2803