B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE | **PROOF OF CLAIM**

Name of Debtor: **Anderson News, LLC** | Case Number: **09-10695**

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property):
Northshore Capital LLC

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number:

(*If known*)

Filed on:

Name and address where notices should be sent:

Jay R. Maier
Vice President
6016 Brookvale Lane
Knoxville, Tennessee 37919

Grant T. Stein, Esq.
William S. Sugden, Esq.
Alston & Bird LLP
1201 West Peachtree Street
Atlanta, Georgia 30309
Telephone: 404-881-7000

Name and address where payment should be sent (if different from above):

RECEIVED
JUN 10 2010
BMC GROUP

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $60,232,510.88

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: See Attachment
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: N/A

3a. Debtor may have scheduled account as:
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: **Annual Interest Rate%** ___

Amount of arrearage and other charges as of time case filed included in secured claim, if any: $ **Basis for perfection:**

Amount of Secured Claim: **Amount Unsecured:**

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority: $

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and definition of "redacted" on reverse side.*)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:
June 1, 2010

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Northshore Capital, LLC by Jay R. Maier, Vice President

FOR COURT USE ONLY

Anderson News LLC
00190

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Penalty for presenting fraudulent claims: Fine of up to $500,000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 and 3571.

Northshore Capital, LLC
6016 Brookvale Lane
Knoxville, TN 37919

DEBTOR: Anderson News, LLC
PETITION DATE: March 2, 2009

Northshore Capital LLC ("Northshore") hereby files this proof of claim (the "Proof of Claim") for claims purchased by Northshore from creditors of Anderson News, LLC ("Anderson News"). Northshore is the holder of claims against Anderson News totaling $60,232,510.88 as of March 2, 2009. The claims reflected in this Proof of Claim were assigned to Northshore as reflected in the attachments hereto and arise out of obligations owed by Anderson News to book publishers, magazine publishers, retailers, and other vendors with which Anderson News regularly did business prior to the cessation of its business.

Prior to March 2, 2009 (the "Petition Date"), Anderson News was a wholesale distributor of books and magazines. On the Petition Date, Hachette Book Group, Inc., HarperCollins Publishers, LLC, Simon & Schuster, Inc. and Random House, Inc. (collectively the "Petitioning Creditors"), filed an involuntary petition under chapter 7 of title 11 of the United States Code against Anderson News. Subsequent to the Petition Date, Anderson News and its ultimate parent, Anderson Media Corporation ("Anderson Media"), engaged in discussions with the Petitioning Creditors.

On or about April 21, 2009, the Petitioning Creditors, Anderson News, and Anderson Media agreed to the principal terms of a settlement, pursuant to which, among other things, it ultimately was agreed that Northshore would purchase the claims of the Petitioning Creditors, as well as other book publisher creditors of Anderson News on the same terms (the "Book Publisher Settlement"). The general terms of this agreement were reported to the Court on April 22, 2009. Thereafter, these terms were reduced to a term sheet in May 2009 (the "Term Sheet") and were reduced to a definitive settlement agreement dated July 16, 2009 (the "Settlement Agreement"). A copy of the Term Sheet and the Settlement Agreement were filed with the Court as exhibits to the Anderson Parties' motion to dismiss the involuntary petition (the "Motion to Dismiss") and are attached to this Proof of Claim as Exhibits 1 and 2.

Northshore (a subsidiary of Anderson Media and an affiliate of Anderson News), and Holston Asset Management, LLC (also a subsidiary of Anderson Media and an affiliate of Anderson News), together with Anderson News and Anderson Media, are the "Anderson Parties."

After the filing of the Motion to Dismiss, the Anderson Parties transmitted packages to Anderson News' other book publisher creditors. These packages included, among other things, a copy of the Term Sheet, the Settlement Agreement, and certain other documents negotiated with the Petitioning Creditors and their counsel including a

claim assignment form and a transmittal letter (the "Book Publisher Transmittal Letter"). The Book Publisher Transmittal Letter explained, among other things, the terms upon which Northshore would agree to purchase the claims, as well as disclosure that Northshore was offering to purchase the claims at a discount in order both to facilitate an opportunity for these creditors to liquidate their claims as well as an opportunity for Northshore to profit from the purchase of these claims at a discount. A true and correct copy of the form of Book Publisher Transmittal Letter is attached to this Proof of Claim as Exhibit 3. Northshore's offer to purchase the claims of book publisher creditors of Anderson News remained open for 90 days from the filing of the Motion to Dismiss.

Book publisher creditors of Anderson News were nearly unanimous in their support of the Book Publisher Settlement. Pursuant to the Book Publisher Settlement, Northshore purchased 99% in claims from book publisher creditors of Anderson News (collectively, these are the "Book Publisher Purchased Claims"), both from the Petitioning Creditors as well as from other book publisher creditors of Anderson News that agreed to the terms of the Book Publisher Settlement (together with the Petitioning Creditors, the "Participating Book Publishers"). As part of the Book Publisher Settlement, Anderson News confirmed and stipulated to "the balance due and payable by Anderson News to [each] Participating Book Publisher." *See* Section 2(a) of the Settlement Agreement. Schedule 1 to this Proof of Claim is a spreadsheet setting forth certain summary information concerning the Participating Book Publishers and the Book Publisher Purchased Claims.[1] Annex 1 to this Proof of Claim contains true and correct copies of the claim assignment forms from each of the Participating Book Publishers for the Book Publisher Purchased Claims.

After the filing of the Motion to Dismiss, COMAG, which is a joint venture of Hearst and Conde Nast, contacted Anderson Media and requested that its claim against Anderson News also be purchased. Prior to Anderson News' cessation of business, COMAG sold magazines to Anderson News and was a substantial creditor of Anderson News. COMAG is a national magazine distributor that did not participate in the conspiracy to drive Anderson News out of business. After negotiations, Northshore and COMAG agreed to the terms of a settlement pursuant to which Northshore would purchase COMAG's claim against Anderson News at a discount (20% of the undisputed amount of the claim) (the "COMAG Claim Sale").

Because the business of book and magazine wholesale is fundamentally different, the nature of the COMAG Claim Sale was fundamentally different from the Book Publisher Settlement. However, the COMAG Claim Sale provided a framework for Northshore to extend its claims purchases beyond the Participating Book Publishers to all

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[1] Northshore also purchased claims held by book publishers against Anderson Southwest, an affiliate of Anderson News, and thus the purchase price for the claims of some book publishers represents the discounted value of the book publisher's claim against Anderson News and Anderson Southwest. However, the claim amount listed for each book publisher in the attached summary spreadsheet and asserted in this Proof of Claim is only for amounts owed by Anderson News.

other creditors that held undisputed claims against Anderson News based on records provided to it by Anderson News. These creditors included magazine publishers who sold magazines to Anderson News ("Magazine Publishers"), retailers to whom Anderson News sold books and magazines ("Retailers"),[2] and other vendors and creditors who provided goods and services to Anderson News prior to its cessation of business ("Other Vendors") (collectively, these parties are the "Undisputed Creditors" and their claims are the "Undisputed Claims").

Northshore offered to purchase the claims of these Undisputed Creditors on the same terms to which COMAG had agreed. Undisputed Creditors were also sent a transmittal package (the "Undisputed Creditor Transmittal Package"). A true and correct copy of the Undisputed Creditor Transmittal Package is set forth as Exhibit 4 to this Proof of Claim.

A significant number of the Undisputed Creditors agreed to sell their claims to Northshore on the same terms negotiated by COMAG. These Undisputed Creditors that sold their claims against Anderson News each executed a claim assignment form (each an "Undisputed Creditor Claim Assignment") that was included as part of the Undisputed Creditor Transmittal Package.

Given the strong response of the Undisputed Creditors, in an effort to assist creditors with lower dollar amounts participation in the sale process, in November 2009 Northshore offered to purchase the claims of the Undisputed Creditors who had not by that date executed and returned an Undisputed Creditor Claim Assignment through an expedited procedure. Northshore prepared and sent a transmittal letter (the "Restrictive Endorsement Transmittal Letter") and a check (each a "Check with a Restrictive Endorsement") to each Undisputed Creditor who by that date had not returned an Undisputed Creditor Claim Assignment. A true and correct copy of the Restrictive Endorsement Transmittal Letter is attached as Exhibit 5 to this Proof of Claim. Each check sent to these creditors contained the following restrictive endorsement on the back of each check:

> Cashing this check transfers to Northshore Capital, LLC all right title and interest of the payee in any and all claims payee has against Anderson News, LLC, and incorporates by reference the terms of the transmittal letter for this check to which payee hereby agrees.

The amount of the Check with a Restrictive Endorsement depended upon the amount of the underlying Undisputed Claim. Northshore determined that it was appropriate to create what was, in effect, a convenience class of creditors who held Undisputed Claims. The cut-off for this class was $1000. Therefore any Undisputed Creditor that had an Undisputed Claim equal to or less than $1000, received a Check with

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[2] As set forth in prior filings in Anderson News' bankruptcy case, retailers were, in the aggregate, net debtors to (not creditors of) Anderson News.

a Restrictive Endorsement from Northshore equal to the full amount of the Undisputed Claim. An Undisputed Creditor with Undisputed Claim between $1000 and $5000 received a Check with a Restrictive Endorsement of $1000.[3] An Undisputed Creditor with an Undisputed Claim of greater than $5000 received a Check with a Restrictive Endorsement of 20% of the face value of the Undisputed Claim (*i.e.*, an identical percentage amount as COMAG agreed to be paid).

A summary of all Undisputed Claims Northshore has purchased from Magazine Publishers, either through an Undisputed Creditor Claim Assignment or a Check with a Restrictive Endorsement is attached to this Proof of Claim as Schedule 2.[4] True and correct copies of all Undisputed Creditor Claim Assignments or Checks with a Restrictive Endorsement received from Magazine Publishers are attached as Annex 2 to this Proof of Claim (collectively these are the "Magazine Publisher Purchased Claims").

A summary of all Undisputed Claims Northshore has purchased from Retailers, either through an Undisputed Creditor Claim Assignment or a Check with a Restrictive Endorsement is attached to this Proof of Claim as Schedule 3. True and correct copies of all Undisputed Creditor Claim Assignments or Checks with a Restrictive Endorsement received from Retailers are attached as Annex 3 to this Proof of Claim (collectively these are the "Retailer Purchased Claims").

A summary of all Undisputed Claims Northshore has purchased from Other Vendors, either through an Undisputed Creditor Claim Assignment or a Check with a Restrictive Endorsement is attached to this Proof of Claim as Schedule 4. True and correct copies of all Undisputed Creditor Claim Assignments or Checks with a Restrictive Endorsement received from Other Vendors are attached as Annex 4 to this Proof of Claim (collectively these are the "Other Vendor Purchased Claims").

Northshore files this Proof of Claim against Anderson News to assert its right to payment with respect to the full amount of the Book Publisher Purchased Claims, the Magazine Publisher Purchased Claims, the Retailer Purchased Claims, and the Other Vendor Purchased Claims (collectively, the "Northshore Purchased Claims"). The calculated amount of the Northshore Purchased Claims is $60,232,510.88.

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[3] For Undisputed Creditors with Undisputed Claims of less than $5000, it made economic sense for these creditors to be offered the full $1000 which was the cap offered to convenience class creditors. Had they instead elected the alternative treatment (*i.e.*, the COMAG sale price percentage of 20% of face value, they would have received less than $1000).

[4] Northshore also purchased claims held by magazine publishers against Anderson Southwest, an affiliate of Anderson News, and thus the purchase price for the claims of some magazine publishers represents the discounted value of the magazine publisher's claim against Anderson News and Anderson Southwest. However, the claim amount listed for each magazine publisher in the attached summary spreadsheet and asserted in this Proof of Claim is only for amounts owed by Anderson News.

Nothing herein or otherwise, including, but without limitation, any later appearance, pleading, claim, or action, is intended or shall be deemed to be a waiver, release, or modification by Northshore of its respective (a) right to have final orders in noncore matters entered after *de novo* review by a District Judge; (b) right to trial by jury in any proceeding so triable in this case or any case, controversy, or proceeding related to these cases; (c) right to request that the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal; or (d) other rights, remedies, claims, actions, defenses, setoffs, or recoupments to which Northshore is or may be entitled, all of which are hereby expressly reserved.

Northshore reserves all rights to supplement, amend, and/or modify this proof of claim with any information, including, without limitation, updated amounts and/or other claims of liability arising out of or resulting from the assigned claims and related documents, and thus to increase or decrease the amount of this claim.

EXHIBIT 1

EXECUTION COPY

TERM SHEET
FOR THE PROPOSED SETTLEMENT OF ANDERSON NEWS, LLC
INVOLUNTARY BANKRUPTCY PETITION

Settlement communication — confidential offer of compromise. Inadmissible under Fed. R. Evid. 408.

This term sheet, dated May [•], 2009 (this "Term Sheet"), summarizes the principal terms of the settlement proposal related to the Anderson News, LLC ("Anderson News") involuntary bankruptcy petition (the "Petition") filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). The provisions of this Term Sheet reflect the settlement discussions among Anderson News, Anderson Media Corporation ("Anderson Media"), ~~Hachette~~ Book Group, Inc. ("Hachette"), HarperCollins Publishers LLC ("HarperCollins"), Simon & Schuster, Inc. ("S&S"), and Random House, Inc. ("Random House") (Hachette, HarperCollins, S&S and Random House, each, a "Petitioning Creditor" and, collectively, the "Petitioning Creditors"), which culminated at a meeting held on April 21, 2009.

1. Book Returns/Proposal	Immediately upon the execution of this Term Sheet, Anderson News shall complete the process of preparing to return books and stripped covers (collectively, the "Book Related Items") to the Petitioning Creditors and will return all Book Related Items to the Petitioning Creditors (the "Petitioning Creditor Book Returns") within seven (7) business days subject to the security interest of SunTrust Bank ("SunTrust"), which shall be addressed in the manner hereinafter provided. In addition, Anderson News shall complete the process of preparing to return Book Related Items to all other entities from which Anderson News bought books (each, a "Non-Petitioning Book Publisher" and, collectively, the "Non-Petitioning Book Publishers") and will promptly return the Book Related Items to Non-Petitioning Book Publishers (together with the Petitioning Creditors, each, a "Participating Book Publisher" and, collectively, the "Participating Book Publishers") agreeing to and participating in the settlement (the "Settlement") contemplated by this Term Sheet (such return of Book Related Items to the Non-Petitioning Book Publishers together with the Petitioning Creditor Book Returns, collectively, the "Book Returns"), within seven (7) business days after each Non-Petitioning Book Publisher agrees in writing to the Settlement Offer (as defined herein), subject to the security interest of SunTrust, which shall be addressed in the manner hereinafter provided. After due inquiry, Anderson News and Anderson Media

	estimate that the wholesale cost of the Book Returns is approximately $14 million in the aggregate. In addition, Anderson News and Anderson Media represent that the wholesale costs of the Book Returns (the "Wholesale Book Return Values") contained in the Recovery Summary Spreadsheet attached hereto as Exhibit A (the "Recovery Summary Spreadsheet") set forth, to the best of Anderson News' and Anderson Media's knowledge, the wholesale costs of the Book Returns to be made to the Participating Book Publishers. If the involuntary bankruptcy case is not dismissed by June 30, 2009 pursuant to a motion, then Anderson Media shall cause the holder of the SunTrust lien to file a motion (the "Motion") for relief from the automatic stay in order to foreclose on or otherwise obtain the right to transfer to the Participating Book Publishers all of the inventory consisting of Book Returns subject to such SunTrust lien, free and clear of all security interests, liens and other encumbrances. The Motion shall be filed by the earlier of (a) three (3) weeks after the entry of an order denying a motion to dismiss the Petition or (b) June 30, 2009. If the involuntary bankruptcy case is dismissed, Anderson News shall promptly obtain the right to transfer all of the inventory consisting of Book Returns to the Participating Book Publishers, free and clear of all security interests, liens and other encumbrances. Book Returns will not be made to Time/Warner Retail Sales & Marketing, Inc., as it is a defendant in the antitrust complaint filed by Anderson News pending in the United States District Court for the Southern District of New York styled *Anderson News, LLC v. American Media, Inc.*, 09 CIV 2227 (S.D.N.Y.) (the "Antitrust Case"). Anderson Media or another entity which is not a party hereto (and which shall in no event be a Participating Book Publisher) shall pay for all expenses, including, without limitation, costs for stripping, processing, packaging, delivering and shipping, incurred in connection with the return of the Book Returns to the Participating Book Publishers through the date on which the Participating Book Publishers have received their respective Book Returns at their respective places of business.
2. Sale and Transfer of Claims	Subject to the Retained Security Interest (as defined herein), each of the Participating Book Publishers shall, without any representation or warranty of any kind except as to (i)

	ownership, (ii) authority to transfer, and (iii) that the amount is a valid and accurate claim against Anderson News, sell and transfer its claim (each such transfer, a "Claim Transfer" and, collectively, the "Claim Transfers") to the payable balance due from Anderson News as specifically set forth on the Recovery Summary Spreadsheet to Northshore Capital, LLC ("Northshore"), or its designee, in consideration for the Book Returns and the Cash Payment Amount (as defined herein). Northshore, Anderson News and Anderson Media each confirm that the amount of each Participating Book Publisher's claim set forth on the Recovery Summary Spreadsheet is valid and accurate. Notwithstanding anything herein to the contrary, no Participating Book Publisher shall be liable in any way for the breach of its representations or warranties in the event that its claim becomes subject to an objection filed with the Bankruptcy Court and/or disallowance of all or a portion of the claim pursuant to an order of the Bankruptcy Court. The results of the claim reconciliations will be noted and disclosed as set forth on the Recovery Summary Spreadsheet or as otherwise agreed upon in writing by Anderson News and the applicable Participating Book Publisher.
3. Cash Payment	In consideration of the Claim Transfers, Anderson Media or its designee (which shall not be Anderson News) (in either case, the "Cash Payor") shall indefeasibly pay an aggregate amount of up to $12.5 million as that amount may be reduced only by reason of the Cash Payor's nonpayment to any book publisher listed on the Recovery Summary Spreadsheet that does not become a Participating Book Publisher (the "Cash Payment Amount") on a *pro rata* basis, calculated as further provided in Section 4 of this Term Sheet, to all Participating Book Publishers with which it did business that are not defendants in the civil action styled *Anderson News, LLC v. American Media, Inc.*, 09 CIV 2227 (S.D.N.Y.). The amount of each Participating Book Publisher's *pro rata* share will be the amounts shown in the column entitled "Cash Settlement" on the attached Recovery Summary Spreadsheet, after giving effect to the Legal Fee Payment (as defined herein). The payment of this amount to each Participating Book Publisher shall be conditioned upon its entry into a settlement agreement in connection with a Settlement Offer which will include the sale, without representation or warranty of any kind except as to (i) ownership, (ii) authority to transfer, and (iii) that the amount is a valid and accurate claim against Anderson News, of the Participating Book Publisher's claims against Anderson News to Northshore (each, a "Sold Claim" and collectively, the "Sold Claims"). Notwithstanding anything herein to the

	contrary, no Participating Book Publisher shall be liable in any way for the breach of its representations or warranties in the event that its claim becomes subject to an objection filed with the Bankruptcy Court and/or disallowance of all or a portion of the claim pursuant to an order of the Bankruptcy Court. A Participating Book Publisher that sells its claim shall no longer own the Sold Claim it transferred, and such Participating Book Publisher shall have no further right to enforce such claim, which shall be owned by the transferee with all such rights vesting and residing exclusively in the transferee thereof subject to the Retained Security Interest (as defined herein). The amount to be paid shall not be increased by any amounts that are not paid to any Non-Petitioning Book Publisher that does not become a Participating Book Publisher. Except for any Re-Transfer (as defined herein), Northshore will not sell, assign or otherwise transfer a Sold Claim and any such attempted sale, assignment or other transfer shall be null and void. In the event that there is a claim brought against any Participating Book Publisher that results in the repayment of all or any portion of the Cash Payment Amount paid to such Participating Book Publisher (a "Disgorgement"), then Northshore shall immediately and unconditionally re-transfer (a "Re-Transfer") to such Participating Book Publisher a percentage of the amount of the Sold Claim that Northshore acquired from such Participating Book Publisher equal to the percentage of such Cash Payment Amount which is subject to such Disgorgement. By way of example, if the Cash Payment Amount made to a Participating Book Publisher is $1,000,000 (the "Example Cash Payment Amount"), the amount of the Disgorgement is $400,000 (the "Example Disgorgement Amount") and the Sold Claim that Northshore acquired from such Participating Book Publisher is $4,000,000 (the "Example Sold Claim Amount"), then Northshore would be required to Re-Transfer $1,600,000 (the "Example Re-Transfer Amount") of such Example Sold Claim Amount to such Participating Book Publisher. The calculation would be made as follows: The Example Re-Transfer Amount ($1,600,000) equals the product of (a) the quotient of (i) the Example Disgorgement Amount ($400,000) divided by (ii) the Example Cash Payment Amount ($1,000,000) multiplied by (b) the Example Sold Claim Amount ($4,000,000). Subject to the next sentence, to secure Northshore's obligation to make a Re-Transfer, each Participating Book Publisher shall retain a first priority security interest (the "Retained Security Interest") in the applicable Sold Claim for a period of five (5) years from the date of such Participating Book Publisher's receipt of its

	pro rata share of the Cash Payment Amount (the "Secured Period"). If no claim for, or lawsuit seeking, a Disgorgement (a "Disgorgement Claim") is made or filed, respectively, within the Secured Period, then the Retained Security Interest shall be released. If a Disgorgement Claim is made or filed at any time during the Secured Period, the Retained Security Interest shall continue until the entry of a final non-appealable order determining that the Participating Book Publisher shall not be required to make a Disgorgement. Unless a Disgorgement Claim has been made or filed and is pending, Northshore may receive a distribution on the Sold Claims and transfer such distribution without any obligation to account for or remit such distribution to the Participating Book Publisher which holds the Retained Security Interest in such Sold Claim. At any time a Disgorgement Claim has been made or filed and is pending, Northshore shall hold any distribution on each Sold Claim in trust for the benefit of the Participating Book Publisher which holds the Retained Security Interest in such Sold Claim and shall not be permitted to transfer such distribution without the prior written consent of such Participating Book Publisher.
4. Legal Fees	Four Hundred Thousand Dollars ($400,000) of the Cash Payment Amount (the "Legal Fee Payment") shall be paid by the Cash Payor directly to Lowenstein Sandler PC ("LS") which payment shall be applied to all legal fees and expenses (the "Legal Expenses") of each of LS and Stevens & Lee P.C., the Delaware counsel for the Petitioning Creditors ("S&L"), incurred on behalf of the Petitioning Creditors and for the benefit of the other Participating Book Publishers in connection with the filing and prosecution of the Petition, the involuntary bankruptcy case and all proceedings related thereto, the negotiation of the settlement contemplated by this Term Sheet and the documentation and negotiation of this Term Sheet, the Settlement Agreement (as defined herein) and all of the documents entered into in connection with the foregoing and all other matters relating to the dismissal of the Petition and the involuntary bankruptcy case. The amount of the Legal Fee Payment has been deducted from the Cash Payment Amount in determining the amount of the Cash Payment Amount that each Participating Book Publisher is entitled to receive in accordance with Section 3 above. If any portion of the Legal Fee Payment remains (the "Remaining Legal Payment") following the application of the Legal Fee Payment to all Legal Expenses incurred, LS shall remit the Remaining Legal Payment, on an equal basis (not a pro rata basis), to the Petitioning Creditors for their own account and

		no other Participating Book Publishers shall have the right to receive any portion of the Remaining Legal Payment. It is understood that if the Legal Expenses exceed $400,000, the Petitioning Creditors will be solely responsible for such excess amounts.
5.	Opt In Period	Contemporaneously with serving notice of the motion to dismiss the Petition as provided herein, there shall be included notice of the proposal to Non-Petitioning Book Publishers, in a form reasonably acceptable to the Petitioning Creditors, offering the Non-Petitioning Book Publishers the ability to sell their claims against Anderson News on the same terms and conditions set forth in the Settlement Agreement (the "Settlement Offer"). Each Non-Petitioning Book Publisher shall have thirty (30) days (the "Opt In Period") to accept or reject the Settlement Offer.
6.	Stipulation, Dismissal of Case and Cooperation	Upon the parties' execution of this Term Sheet, Anderson News shall execute a stipulation in support of entry for order for relief under Chapter 7 of the Bankruptcy Code, a copy of which is attached hereto as Exhibit B (the "Order for Relief Stipulation"), and deliver the Order for Relief Stipulation to S&L. In the event the parties do not enter into the Settlement Agreement and assignment of claims agreements in form acceptable to the Petitioning Creditors on or before May 26, 2009 (the "Original Order Date"), or such later date as the Petitioning Creditors shall agree to in writing (the "Extended Order Date"), S&L is hereby authorized to submit the Order for Relief Stipulation to the Bankruptcy Court and the Bankruptcy Court shall be authorized to enter an order for relief under Chapter 7 of the Bankruptcy Code without objection. Though dismissal of the involuntary bankruptcy case (a "Dismissal") is not a condition precedent to this Term Sheet, the parties to this Term Sheet and their respective successors, assigns, agents, attorneys and representatives agree to cooperate, support and not interfere or oppose in seeking a Dismissal. In addition, the parties to this Term Sheet and their respective successors, assigns, agents, attorneys and representatives agree not to schedule a hearing for a Dismissal until thirty (30) days after filing and service of notice of the hearing on the motion to dismiss the Petition.
7.	Successors and Assigns; No Claim Transfers	This Term Sheet shall bind the parties' successors and assigns. No Petitioning Creditor that is a party to this Term Sheet shall sell or transfer its claim against Anderson News except (a) in accordance with the terms contemplated by this Term Sheet or (b) any Petitioning Creditor may sell or transfer its claim if no Settlement Agreement is entered into prior to the later of (i)

	the Original Order Date or (ii) if the Original Order Date is extended as contemplated by Section 6 above, the Extended Order Date.
8. Governing Law	This Term Sheet shall be governed in accordance with the laws of the State of Delaware without regard to conflict of law provisions thereof, and the parties hereto agree to submit to the jurisdiction of the courts located in the State of Delaware.
9. Accuracy of Information	Anderson News and Anderson Media represent and warrant that: (a) to the best of their knowledge, all written information and other materials concerning Anderson News which has been or is hereafter prepared by or on behalf of Anderson News or Anderson Media and delivered to the Petitioning Creditors, when considered as a whole, did not, or will not when delivered, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements have been made; (b) (i) to the best of their knowledge, the Wholesale Book Return Values contained in the Recovery Summary Spreadsheet are true, correct and complete in all material respects, and (ii) the Recovery Summary Spreadsheet has been prepared based upon information furnished by or on behalf of Anderson News or Anderson Media, and (except for information regarding Wholesale Book Return Values covered by clause (b)(i) above) the information set forth therein is true, correct and complete in all material respects according to Anderson News' books and records; and (c) Northshore (i) is a limited liability company organized under the laws of the State of Delaware, and 100% of the equity interests in Northshore are beneficially owned, directly or indirectly, by Joel Anderson, who also has an equity interest in Anderson Media, and (ii) other than the Retained Security Interest, has not granted, and will not grant, a security interest in, nor permit any lien or other encumbrance to exist on, any of the Sold Claims.
10. Non-Disclosure	Except as otherwise previously disclosed, required by law or provided in an order of a court of competent jurisdiction, and except to the extent included in the motion to dismiss the Petition or in the information provided to the Non-Petitioning Book Publishers, the parties shall not issue any press release or make any other announcement that refers to this Term Sheet or the proposed settlement set forth herein without the prior written consent of the other parties. If a party is required to disclose this Term Sheet under applicable law, such party shall not issue any such press release or make any such

	announcement without providing the other parties hereto at least one complete business day to review the proposed press release or announcement and provide written comments or suggested revisions with respect thereto.
11. Miscellaneous	This Term Sheet (a) supersedes all prior discussions, agreements, commitments, arrangements, negotiations or understandings, whether oral or written, of the parties hereto with respect to the subject matter set forth herein, (b) shall not be assignable by any party (except, in the case of any Petitioning Creditor, to any entity controlling, controlled by or under common control with such Petitioning Creditor), (c) is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, and (d) may not be amended or waived except by an instrument in writing signed by the parties hereto.
12. Releases	Upon entry into the Settlement Agreement and conditioned on the receipt of the Cash Payment, (a) Anderson Media and Anderson News hereby release the Petitioning Creditors, but not any person or entity who, as of May 1, 2009, is a party to the Antitrust Case, from any claims arising in connection with the filing and prosecution of the Petition, and (b) the Petitioning Creditors release any and all claims against Anderson News and Anderson Media that are not being sold and transferred, and except as may exist under the Settlement Agreement. Without limiting the fact that no claims against any of the affiliates of Anderson News and Anderson Media are being released, for purposes of emphasis only, there shall not be a release of any claims owed by Anderson Merchandisers, LP to a Participating Book Publisher. Each seller of a claim shall also provide a release consistent with the preceding as part of the sale of their claim, provided, however, that no seller of a claim shall be required to release Anderson News or Anderson Media from any claims related to or arising from the sale of magazines, and Anderson News and Anderson Media shall not be required to release any entity for any claim that is related to or arises from the sale of magazines.
13. Non-Binding Agreement	It is expressly understood and agreed that, notwithstanding anything in this Term Sheet to the contrary, (a) this Term Sheet shall not be binding on any of the parties hereto, (b) no liability or binding obligation is intended to be created among the parties hereto pursuant to this Term Sheet, and (c) any legal rights and obligations among the parties hereto shall come into existence only upon the parties' entry into a definitive settlement agreement (the "Settlement Agreement")

	with respect to the matters set forth herein; provided, however, that, notwithstanding anything herein to the contrary, upon the execution and delivery of this Term Sheet by Anderson News and Anderson Media, the provisions set forth in Sections 1 (limited to the Petitioning Creditor Book Returns to the Petitioning Creditors), 6, 7, 8, 9, 10 and 13 of this Term Sheet shall be immediately binding on Anderson News and Anderson Media.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Term Sheet has been duly executed and delivered by duly authorized officers of the parties hereto as of the date first written above.

ANDERSON NEWS, LLC

By: _____
Name: John W. Campbell
Title: Vice President

ANDERSON MEDIA CORPORATION

By: _____
Name: David Thurson
Title: VP

NORTHSHORE CAPITAL, LLC

By: _____
Name: Jay Maier
Title: VP

HACHETTE BOOK GROUP, INC.

By: _____
Name: THOMAS A. MACIAG
Title: EVP + CFO

[SIGNATURE PAGES TO ANDERSON NEWS TERM SHEET]

HARPERCOLLINS PUBLISHERS LLC

By: _____
Name: JOHN SHEAKER
Title: VP CREDIT SERVICES

SIMON & SCHUSTER, INC.

By: _____
Name:
Title:

RANDOM HOUSE, INC.

By: _____
Name:
Title:

[SIGNATURE PAGES TO ANDERSON NEWS TERM SHEET]

HARPERCOLLINS PUBLISHERS LLC

By: _____
Name:
Title:

SIMON & SCHUSTER, INC.

By: _____ 4/22/09
Name: David F. England
Title: Chief Financial Officer

RANDOM HOUSE, INC.

By: _____
Name:
Title:

[SIGNATURE PAGES TO ANDERSON NEWS TERM SHEET]

By: _____
Name:
Title:

RANDOM HOUSE, INC.

By: _____
Name: William Sinna III
Title: VP. Credit and Disbursements

EXHIBIT A

Recovery Summary Spreadsheet

Exhibit A

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Total Set-Offs	Net Payable Position	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$2,691,397.28	$10,546,456.17	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,861,305.77	$8,202,866.23	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$960,118.03	$5,997,720.58	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,478,090.51	$4,401,877.85	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,186,426.18	$3,130,993.19	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$351,182.66	$948,088.20	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$208,622.63	$425,454.54	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$126,692.12	$245,159.62	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$99,641.93	$216,118.22	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$20,501.43	$150,635.11	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$48,068.41	$148,017.08	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$91,820.97	$129,830.31	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$70,409.22	$125,401.27	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$3,676.51	$103,787.62	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$83,744.69	$101,924.40	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$60,398.91	$84,062.86	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$12,314.26	$58,885.45	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$52,357.75	$56,159.92	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$22,746.36	$55,030.74	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$44,271.94	$52,328.95	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$15,301.09	$51,899.15	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$8,388.25	$48,284.56	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$2,979.17	$47,761.95	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$77,843.87	$43,278.23	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$778.89	$42,564.78	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66			$37,719.66	$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$3,647.61	$37,405.54	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$9,042.24	$36,046.52	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$12,414.39	$35,811.48	$11,918.42

Exhibit A
Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Total Set-Offs	Net Payable Position	Cash Settlement
DEARBORNE TRADE	$35,787.16			$35,787.16	$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$181.72	$35,240.15	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$4,215.44	$32,972.76	$10,973.66
BERKLINE PRESS	$31,106.27			$31,106.27	$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$129,768.98	$31,003.49	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$49,987.83	$30,544.73	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85			$28,998.85	$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$6,527.12	$28,539.65	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$136,445.00	$27,584.08	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$2,847.85	$24,911.08	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$29,817.78	$23,876.55	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$7,023.53	$20,918.94	$6,962.03
SPORTS WRITERS LLC	$20,466.00			$20,466.00	$6,811.29
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$11,380.46	$17,863.22	$5,945.06
LANGENSCHEIDT	$17,038.14			$17,038.14	$5,670.46
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$1,997.85	$16,892.31	$5,621.93
ST.CLAIR	$16,612.01			$16,612.01	$5,528.64
MIDPOINT TRADE BOOKS	$17,305.75	$1,287.99	$1,287.99	$16,017.76	$5,330.87
SOURCE BOOKS	$18,744.33	$3,462.02	$3,462.02	$15,282.31	$5,086.10
YALE UNIVERSITY PRESS	$16,417.94	$2,078.10	$2,078.10	$14,339.84	$4,772.44
HARCOURT BRACE & CO	$22,254.35	$8,205.97	$8,205.97	$14,048.38	$4,675.44
IDEALS PUBLISCATIONS/GUID	$13,505.13	$1,937.80	$1,937.80	$11,567.33	$3,849.72
PETER PAUPER PRESS INC	$15,047.78	$4,498.18	$4,498.18	$10,549.60	$3,511.01
POSTERITY PRESS	$11,779.35	$1,416.43	$1,416.43	$10,362.92	$3,448.88
NEGOTIATION ADVICE INTERNATIONAL	$9,116.75			$9,116.75	$3,034.15
RONNIE SELLERS-CALENDARS	$8,967.73			$8,967.73	$2,984.55
BROADMAN & HOLMAN PUBLISH	$11,986.79	$3,126.38	$3,126.38	$8,860.41	$2,948.83
PENTON OVERSEAS, INC.	$10,219.97	$1,583.83	$1,583.83	$8,636.14	$2,874.19
PELICAN PUBLISHING CO INC	$10,190.89	$2,270.44	$2,270.44	$7,920.45	$2,636.00

Exhibit A
Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Total Set-Offs	Net Payable Position	Cash Settlement
KANSAS CITY STAR	$8,156.37	$581.92	$581.92	$7,574.45	$2,520.85
RAGGS, LLC	$12,148.34	$4,950.19	$4,950.19	$7,198.15	$2,395.62
PENFIELD BOOKS	$13,378.74	$6,190.71	$6,190.71	$7,188.03	$2,392.25
AMERICAN BOOK CO 30PER CP	$8,254.85	$1,083.40	$1,083.40	$7,171.45	$2,386.73
STRANG COMMUNICATION BOOK	$6,919.18	$13.49	$13.49	$6,905.69	$2,298.28
GALAXY PRESS	$11,595.49	$4,690.22	$4,690.22	$6,905.27	$2,298.14
SEAGATE PUBLISHING CO	$6,834.34	$24.95	$24.95	$6,809.39	$2,266.23
GRAPHIQUE DE FRANCE	$6,407.72			$6,407.72	$2,132.55
CHELSEA GREEN PUBLISHING	$6,742.54	$612.21	$612.21	$6,130.33	$2,040.23
WHITMAN PUBLISHING, LLC	$29,905.06	$23,806.27	$23,806.27	$6,098.79	$2,029.74
KAPPA BOOKS, INC	$6,145.02	$134.70	$134.70	$6,010.32	$2,000.29
KLUTZ	$5,892.25			$5,892.25	$1,961.00
LANG HOLDINGS	$5,838.54			$5,838.54	$1,943.12
TURNER PUBLISHING	$7,438.77	$1,637.97	$1,637.97	$5,800.80	$1,930.56
LEATHERS PUBLISHING	$5,684.01	$322.65	$322.65	$5,361.36	$1,784.31
MOTORBOOKS INTERNATIONAL	$5,401.97	$320.89	$320.89	$5,081.08	$1,691.03
CLARK GROUP (THE)	$4,967.19			$4,967.19	$1,653.13
BYEWAY BOOKS, INC	$4,809.31	$111.67	$111.67	$4,697.64	$1,563.42
I UNIVERSE	$6,481.76	$1,840.39	$1,840.39	$4,641.37	$1,544.69
QUAIL RIDGE PRESS	$4,266.69			$4,266.69	$1,420.00
ZAGAT SURVEY	$3,979.32			$3,979.32	$1,324.36
UNIVERSITY OF CHICAGO PRESS	$3,937.70			$3,937.70	$1,310.51
BELLEROPHON BOOKS	$4,139.79	$311.86	$311.86	$3,827.93	$1,273.97
FALCON PICTURE GROUP	$4,542.11	$999.76	$999.76	$3,542.35	$1,178.93
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$5.83	$3,359.26	$1,118.00
HOP, LLC	$3,312.49			$3,312.49	$1,102.43
MOODY PRESS	$4,054.48	$971.35	$971.35	$3,083.13	$1,026.10
CRAYOLA, LLC	$2,945.29			$2,945.29	$980.22
KIKI SWANSON	$2,899.80			$2,899.80	$965.08

Exhibit A
Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Total Set-Offs	Net Payable Position	Cash Settlement
GRAPHIC ARTS/ALASKA N.W.	$2,800.49			$2,800.49	$932.03
FULCRUM INC.	$2,761.76			$2,761.76	$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49			$2,695.49	$897.09
GOOD BOOKS	$3,270.08	$782.33	$782.33	$2,487.75	$827.95
MUSIC SALES INC	$2,477.02			$2,477.02	$824.38
STEPHENS PRESS LLC	$2,302.11			$2,302.11	$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$224.63	$2,292.67	$763.02
PATHWAY BOOK SERVICE	$2,006.66			$2,006.66	$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$49.90	$1,959.64	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80			$1,927.80	$641.59
NAVPRESS	$1,804.36			$1,804.36	$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02			$1,790.02	$595.74
EDUCATIONAL DEVELOPMENT CORP	$1,786.66			$1,786.66	$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$1,493.26	$1,777.68	$591.63
CHARLESBRIDGE	$2,036.68	$282.63	$282.63	$1,754.05	$583.77
AUTHORHOUSE	$1,503.82			$1,503.82	$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$349.13	$1,490.74	$496.13
ARIZONA HIGHWAYS	$1,454.85			$1,454.85	$484.19
INTERLINK	$1,543.60	$174.70	$174.70	$1,368.90	$455.58
INNOVATIVE ALLIANCE	$1,313.73			$1,313.73	$437.22
MICROLAUNCH, INC.	$1,229.28			$1,229.28	$409.12
CHILD'S PLAY	$1,196.61			$1,196.61	$398.24
EXECUTIVE BOOKS	$1,185.15			$1,185.15	$394.43
BCI ECLIPSE LLC	$1,138.29			$1,138.29	$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51			$1,075.51	$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$866.83	$1,034.19	$344.19
SIMPLY COLORADO	$1,022.56			$1,022.56	$340.32
GOODMAN ENTERPRISES	$1,009.13			$1,009.13	$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$1,573.33	$1,003.41	$333.94

Exhibit A

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Total Set-Offs	Net Payable Position	Cash Settlement
MAC VAN PRODUCTIONS	$985.89			$985.89	$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$351.70	$928.28	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$111.22	$892.30	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$186.78	$835.43	$278.04
PONDER HOUSE PRESS	$825.21			$825.21	$274.64
RICHARD J SANDERS M.D.	$816.11			$816.11	$271.61
HEALTH SPAN COMMUNICATIONS	$774.23			$774.23	$257.67
VENTURIST PUBLISHING	$693.35			$693.35	$230.75
GALLOPADE INTERNATIONAL	$657.96			$657.96	$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$9.98	$654.12	$217.70
OMEGA PRESS	$647.22			$647.22	$215.40
RESEARCH SERVICES	$637.30			$637.30	$212.10
SLACK INC	$1,404.16	$824.84	$824.84	$579.32	$192.80
JOHN M HARDY PUBLISHING	$578.34			$578.34	$192.48
NOT AT HOME PUBLISHING	$4,491.00	$3,929.63	$3,929.63	$561.37	$186.83
BRILLIANCE CORP	$551.55			$551.55	$183.56
UNIVERSITY OF KY PRESS	$539.10			$539.10	$179.42
BOOK SALES	$502.62			$502.62	$167.28
K.C. PUBLISHING	$491.10			$491.10	$163.44
WORLD WIDE RESEARCH	$473.03			$473.03	$157.43
DATEWORKS	$447.63			$447.63	$148.98
SCHIFFER PUBLISHING LTD	$574.77	$149.94	$149.94	$424.83	$141.39
DOVER PUBLICATIONS	$405.24			$405.24	$134.87
MACADAM/CAGE	$398.16			$398.16	$132.51
TATE PUBLISHING	$384.83			$384.83	$128.08
WIDE WORLD OF MAPS	$310.92			$310.92	$103.48
TWIN LIGHTS PUBLISHERS	$612.19	$303.18	$303.18	$309.01	$102.84
RONNIE SELLERS - BOOKS	$302.21			$302.21	$100.58
NIKCO SPORTS	$296.41			$296.41	$98.65

Exhibit A
Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Total Set-Offs	Net Payable Position	Cash Settlement
ALBERT WHITMAN	$294.80			$294.80	$98.11
PROFOUND IMPACT GROUP	$227.53			$227.53	$75.72
QUILL DRIVER BOOKS\WORD DANCER	$177.18			$177.18	$58.97
CONTEMPORARY BOOKS	$113.94			$113.94	$37.92
SOUND PRINTS	$107.93			$107.93	$35.92
WATSON-GUPTILL PUBLICATIONS	$101.74			$101.74	$33.86
HIDDEN PICTURES	$75.00			$75.00	$24.96
PROMETHEUS BOOKS	$238.21	$233.55	$233.55	$4.66	$1.55
GLOBE PEQUOT PRESS	$60,566.56	$61,987.14	$61,987.14	($1,420.58)	$0.00
ANDERSON NEWS/TAMPA BOOKS	$0.00	$12.58	$12.58	($12.58)	$0.00
NATIONAL PRODUC	$0.00	$16.95	$16.95	($16.95)	$0.00
ANDERSON NEWS/KNOXVILLE	$0.00	$25.78	$25.78	($25.78)	$0.00
STACKPOLE BOOKS	$2,036.78	$2,246.66	$2,246.66	($209.88)	$0.00
DALMATIAN PRESS	$402.98	$527.77	$527.77	($124.79)	$0.00
LARSENS OUTDOOR PUBLISHIN	$0.00	$161.10	$161.10	($161.10)	$0.00
TA TANKA MEDIA	$0.00	$439.43	$439.43	($439.43)	$0.00
no Name	$0.00	$1,078.84	$1,078.84	($1,078.84)	$0.00
ANDERSON AUSTIN/NASHVILLE	$0.00	$684.19	$684.19	($684.19)	$0.00
HEALTH COMMUNICATIONS, IN	$3,583.45	$4,564.19	$4,564.19	($980.74)	$0.00
No Name	$0.00	$3,279.40	$3,279.40	($3,279.40)	$0.00
GOLLEHON	$1,295.91	$5,404.87	$5,404.87	($4,108.96)	$0.00
U S NAVAL INSTITUTE PRESS	$16,232.53	$30,779.26	$30,779.26	($14,546.73)	$0.00
LEARNING HORIZONS	$47,930.90	$134,272.82	$134,272.82	($86,341.92)	$0.00
	$47,563,886.03	$11,320,232.74	$11,320,232.74	$36,243,653.28	$12,100,000.00

*Random House's Claimed Amount Includes Ten Speed Press which was purchased by Random House on 2/28/09.

EXHIBIT B

Order for Relief Stipulation

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 7
ANDERSON NEWS, LLC,	Case No. 09-10695 (CSS)
Alleged Debtor	Related To Dkt. No. _____

ORDER FOR RELIEF ON CONSENT

Upon consideration of the Stipulation between the Petitioning Creditors, and the Alleged Debtor (the "Stipulation"), a copy of which is attached hereto as **Exhibit A**, as agreed by and among Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster Inc. and Random House, Inc. (collectively, the "Petitioning Creditors"), and the Alleged Debtor; it is hereby

ORDERED that the relief requested in the Petition against Anderson News, LLC under chapter 7 of the Bankruptcy Court be and is hereby **GRANTED**, with the consent of Anderson News, LLC.

Dated: Wilmington, Delaware
_____, 2009

_____
CHRISTOPHER S. SONTCHI
BANKRUPTCY JUDGE

EXHIBIT A
STIPULATION

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 7
ANDERSON NEWS, LLC,	Case No. 09-10695 (CSS)
Alleged Debtor	

STIPULATION

Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster Inc. and Random House, Inc. being the original, but not only, petitioning creditors in the above captioned case, hereinafter referred to collectively as the "Petitioning Creditors", and the alleged debtor, Anderson News, LLC (the "Alleged Debtor"), by and through their respective undersigned counsel, hereby agree and stipulate as follows:

RECITALS

A. On March 2, 2009, the Petitioning Creditors filed an involuntary petition (the "Petition") for relief under chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code") against the Debtor, to which the Alleged Debtor has answered.

B. The Petitioning Creditors, the Alleged Debtor and Anderson Media, LLC, the parent entity of Anderson, are attempting to negotiate a consensual settlement ("Settlement") of the disputes that were the motivating cause for the filing of the Petition.

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

In the event that the parties hereto have not executed settlement documents and the settlement has not been consummated by May 26, 2009, or such later date as the parties may agree to in writing, the Alleged Debtor stipulates to the entry of an order for relief under chapter 7 of the

Bankruptcy Code, pursuant to a certification of counsel attaching a copy of this stipulation certifying that the settlement has not been documented or has not been consummated by May 26, 2009 or such other date as agreed to by the parties in writing.

APPROVED AS TO FORM AND CONTENT:

Dated: Wilmington, Delaware
May __, 2009

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EXECUTION COPY

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") is made and entered into as of this 16th day of July, 2009, by and among Anderson News, LLC, a Delaware limited liability company ("Anderson News"), Anderson Media Corporation, a Delaware corporation ("Anderson Media"), Northshore Capital, LLC, a Delaware limited liability company ("Northshore"), Hachette Book Group, Inc. ("Hachette"), HarperCollins Publishers LLC ("HarperCollins"), Random House, Inc. ("Random House"), and Simon & Schuster, Inc. ("S&S"), and is acknowledged and agreed by Holston Asset Management, LLC, a Delaware limited liability company ("Holston"), solely for the limited purposes set forth on the signature pages hereto. Anderson News, Anderson Media and Northshore are sometimes collectively referred to herein as the "Anderson Entities" and each, an "Anderson Entity." Hachette, HarperCollins, Random House and S&S are sometimes collectively referred to herein as the "Petitioning Creditors" and each, a "Petitioning Creditor." The Anderson Entities and the Petitioning Creditors are sometimes collectively referred to herein as the "Parties" and each, a "Party."

RECITALS

A. Anderson News is a privately held company that formerly sold and marketed books, magazines, comics, collectibles and other related products to an estimated 40,000 retailers across the United States. Anderson News is an indirect wholly-owned subsidiary of Anderson Media. The Petitioning Creditors are publishers and distributors of books and related products that conducted business with Anderson News, having sold, on credit, certain books and related products to Anderson News.

B. Anderson News filed *Anderson News, LLC v. American Media, Inc.*, 09 CIV 2227 (S.D.N.Y.) (the "Antitrust Action"), on March 10, 2009. In the Antitrust Action, Anderson News describes how it went out of business.

C. Anderson News failed to pay certain amounts owed to the Petitioning Creditors on account of goods sold to Anderson News as and when such payments became due and payable. On March 2, 2009 (the "Petition Date"), the Petitioning Creditors filed an involuntary petition (the "Petition") against Anderson News for relief under chapter 7 of the U. S. Bankruptcy Code (the "Code") with the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" and such case, the "Bankruptcy Case").

D. On March 26, 2009, Anderson News filed the Answer of Anderson News to the Petition (the "Answer"), and on March 27, 2009, Anderson News filed the Amended Answer. Anderson News does not contest the basic allegations in the Petition and has agreed to the entry of an order for relief if the Petitioning Creditors were unable to reach the instant agreement.

E. The Petitioning Creditors and the Anderson Entities entered into a term sheet, dated May 22, 2009 (the "Term Sheet"), pursuant to which the Parties agreed to certain terms of the proposed settlement reached among them. This Agreement sets forth the specific terms, provisions and conditions of the settlement arrangement (the "Settlement") reached among the Parties and is being entered into by the Parties in

order to settle and resolve all debts, liabilities and differences among them in connection with the Petition and the matters described therein and herein.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Book Returns.

(a) Book Returns to Petitioning Creditors. In accordance with the Term Sheet, Anderson News states that it has previously returned to the Petitioning Creditors all returns of books and stripped covers (collectively, "Book Related Items") previously sold by the Petitioning Creditors to Anderson News and in Anderson News' physical possession, custody and control as of May 22, 2009 (the "Returns Cut-off Date"; such returns of Book Related Items to the Petitioning Creditors, the "Petitioning Creditor Book Returns"). The Petitioning Creditor Book Returns and the Non-Petitioning Book Publisher Book Returns (as defined and described in Section 4(b) hereof) are sometimes hereinafter collectively referred to as the "Book Returns."

(b) Costs and Expenses of Book Returns. Anderson Media or another entity which is not a party to this Agreement (and which shall in no event be a Participating Book Publisher (as defined below)) shall pay for any and all expenses, including, without limitation, costs of stripping, processing, packaging, delivering and shipping, incurred in connection with the return of the Book Returns to the Participating Book Publishers (as hereinafter defined) through the date on which the Participating Book Publishers have physically received all of their respective Book Returns at their respective places of business (or at such other location reasonably designated in advance of a delivery by a Participating Book Publisher to Anderson News). The Petitioning Creditors and the Non-Petitioning Book Publishers (as defined and described in Section 4(a) hereof) which agree and accept the Settlement Offer (as defined and described in Section 4(a) hereof) pursuant to the terms of a settlement agreement substantially on the terms and conditions set forth in this Agreement (each, a "Non-Petitioning Book Publisher Settlement Agreement") are sometimes hereinafter collectively referred to as the "Participating Book Publishers" and each, a "Participating Book Publisher."

(c) Treatment of Book Related Items after the Returns Cut-off Date. Anderson News and Holston have informed the Petitioning Creditors that the only Book Related Items that have been returned to Anderson News during the period from the Returns Cut-off Date through the date hereof consist of Book Related Items received from Walgreen Co. and The Paradies Shops, Inc., and that Anderson News and Holston agree to destroy or cause to be destroyed all returns of stripped covers in accordance with the provisions of this Section 1(c), it being recognized that stripped covers do not include all Book Related Items, and that, with respect to returns from Walgreen Co., all Book Related Items will be destroyed by Anderson News, as such returns consisted solely of stripped covers. The parties recognize that as of the date hereof, Anderson News is no

longer operating its business as a going concern and thus no longer has the ability to itself receive or administer returns of Book Related Items. In general, effective as of the Returns Cut-off Date, Anderson News, to the extent it receives returns of stripped covers, will destroy such stripped covers, or will direct a reputable contracted return facility to destroy such stripped covers by whatever means such facility generally employs for these purposes, such that the items will be rendered unusable for commercial trade. Anderson News does not have the capacity, nor does it intend, to sort or compile Book Related Items by publisher or imprint. As such, Anderson News is not accepting any returns of book Related Items except under very limited circumstances where it is required to do so in connection with resolving amounts owed with respect to its accounts receivable. In recognition of the foregoing, Anderson News and Holston agree that in the event that after the Returns Cut-off Date, any stripped covers of the Participating Book Publishers (collectively, the "Post Cut-off Date Returns") are returned to and accepted by Anderson News or Holston, Anderson News and Holston shall destroy or cause the destruction of such Post Cut-off Date Returns in accordance with this Section 1(c), and shall promptly provide to the Participating Book Publishers an affidavit or other certification of destruction, executed by an authorized representative of Anderson News, Holston or the third party return facility, as applicable, which shall identify the source of the Post Cut-off Date Returns by naming the retailer or other entity from which the returns originated. Anderson News' and Holston's obligation to destroy Post Cut-off Date Returns under this Section 1(c) is subject to (i) dismissal of the Petition pursuant to a Motion to Dismiss (defined in Section 1(d) below), (ii) obtaining relief from the stay pursuant to the SunTrust Motion (defined in Section 1(d) below), (iii) a trustee's abandonment of the interest of Anderson News and its bankruptcy estate in the Post-Cut Date Returns or (iv) such other relief as may be granted by the Bankruptcy Court (the earliest to occur of the events listed in clauses (i), (ii), (iii) and (iv) above shall be referred to herein as the "Release Date"). With respect to any Post Cut-off Date Returns where stripped covers are not destroyed within thirty (30) days of their receipt, Anderson News shall advise the Participating Book Publishers of the receipt of the stripped covers by naming the retailer or other entity from which the returns originated, and, through and including the Release Date, Anderson News and Holston agree to hold, maintain, preserve and not dispose of the Post Cut-off Date Returns. Promptly following the Release Date, Anderson News and Holston shall be obligated to destroy the Post Cut-off Date Returns in accordance with this Section 1(c).

(d) SunTrust Lien. Anderson News is the borrower under that certain Revolving Credit Loan Agreement, dated as of September 30, 2004 (as amended from time to time, the "Loan Agreement"), by and among Anderson News, the lenders party thereto and SunTrust Bank, as administrative agent ("SunTrust"), and, in connection with the Loan Agreement, Anderson News granted a security interest in all of its assets and personal property to SunTrust pursuant to that certain Security Agreement, dated as of September 30, 2004, by and between Anderson News and SunTrust (the "SunTrust Lien"). The Parties acknowledge and agree that the Book Returns shall remain subject to the SunTrust Lien. In the event that the Petition has not been dismissed by September 30, 2009 (subject in all cases to the other terms and conditions of this Agreement) pursuant to a motion to dismiss filed with the Bankruptcy Court by Anderson News (a "Motion to Dismiss"), then Holston, as the holder of the SunTrust Lien, shall file a motion (the

"SunTrust Motion") for relief from the automatic stay in order to foreclose on or otherwise obtain the right to transfer to the Participating Book Publishers all of the Book Returns subject to such SunTrust Lien, free and clear of all security interests, liens and other encumbrances, including, without limitation, the SunTrust Lien. Anderson Media shall cause the SunTrust Motion to be filed by the earlier of (i) three (3) weeks after the entry of an order denying a Motion to Dismiss or (ii) September 30, 2009. Upon the earlier to occur of (x) the dismissal of the Bankruptcy Case or (y) the granting of the SunTrust Motion, Anderson News shall obtain the right to transfer, and Anderson Media and Holston, as holder of the SunTrust Lien, shall promptly take any and all steps necessary in order to transfer, all of the Book Returns to the Participating Book Publishers, free and clear of all security interests, liens and other encumbrances, including, without limitation, the SunTrust Lien.

2. Sale and Transfer of Claims.

(a) Agreement to Transfer Claims. In consideration of the Book Returns and the Cash Payment Amount (as defined in Section 3(a) hereof), and subject to the Retained Security Interest (as defined in Section 3(d) hereof) and the terms and conditions of this Agreement, each of the Participating Book Publishers agrees to sell and transfer its claim against Anderson News (a "Claim" and, collectively, the "Claims"; each such transfer, a "Claim Transfer" and, collectively, the "Claim Transfers") to Northshore, or such other entity as may be reasonably designated by Northshore. Each Claim Transfer shall be effectuated simultaneously with the execution of this Agreement pursuant to an Assignment of Claim substantially in the form attached hereto as Exhibit A (the "Assignment of Claim") and shall only be effective upon the applicable Participating Book Publisher's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the recovery summary spreadsheet attached hereto as Exhibit B (the "Recovery Summary Spreadsheet"), which amends, restates, supersedes and replaces in full the recovery summary spreadsheet attached as Exhibit A to the Term Sheet. The amount of the Claim held by each Participating Book Publisher represents the balance due and payable by Anderson News to such Participating Book Publisher. The specific amount of each such Claim is set forth opposite the name of each Participating Book Publisher on the Recovery Summary Spreadsheet, and Northshore, Anderson News and Anderson Media each hereby confirm and agree that, to the best of its knowledge, the amount of each Participating Book Publisher's Claim as set forth on the Recovery Summary Spreadsheet is valid and accurate, it being agreed and understood that the Wholesale Book Return Costs (as defined below) shall not be applied in reduction of the gross amount of the Claims of the Participating Book Publishers while the Book Returns are subject to the SunTrust Lien. The Participating Book Publishers make no representations or warranties of any kind with respect to the Claims they are transferring, except that each Participating Book Publisher hereby represents and warrants that: (i) it owns all right, title and interest in and to its respective Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) to the best of its knowledge, the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, no Participating Book Publisher shall be liable in any way for the breach of its

representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court. After due inquiry, Anderson News and Anderson Media estimate that the wholesale cost of the Book Returns is approximately $11.3 million in the aggregate. In addition, Anderson News and Anderson Media represent that the wholesale costs of the Book Returns (the "Wholesale Book Return Costs") contained in the Recovery Summary Spreadsheet set forth, to the best of Anderson News' and Anderson Media's knowledge, the wholesale costs of the Book Returns previously made or to be made to the Participating Book Publishers. Each of the Petitioning Creditors acknowledges that it has received Petitioning Creditor Book Returns on or prior to the date of this Agreement. Solely as of the date of this Agreement, no Petitioning Creditor has any actual knowledge, without inquiry, that the wholesale cost of the Petitioning Creditor Book Returns it has received on or prior to the date hereof is materially different from the Wholesale Book Return Costs of such Petitioning Creditor set forth on the Recovery Summary Spreadsheet, it being agreed and understood by each of the Parties that the Petitioning Creditors have not processed or otherwise conducted a physical count or inventory of such Petitioning Creditor Book Returns.

(b) Status of Sold Claims. Claims of Participating Book Publishers against Anderson News that are sold and transferred to Northshore (or its designee) hereunder are collectively referred to herein as the "Sold Claims" and each, a "Sold Claim." A Participating Book Publisher that sells its Claim shall no longer own the Sold Claim it transferred, and such Participating Book Publisher shall have no further right to enforce such Claim, which shall be owned by the transferee with all such rights vesting and residing exclusively in the transferee thereof subject to the Retained Security Interest (as defined herein). Except for any Re-Transfer (as described in Section 3(c) hereof), Northshore (or its designee) will not sell, assign or otherwise transfer a Sold Claim and any such attempted sale, assignment or transfer shall be null and void. Subject in all cases to the rights of the Participating Book Publishers under Sections 3(c) and 3(d) below, the covenant against such transfer shall be operative for a period of five (5) years from the date of such Participating Book Publisher's actual receipt of payment in cash of its Pro Rata Share, all as defined and discussed in Section 3 below.

3. Consideration and Payments.

(a) Cash Payment. In consideration of the Claim Transfers, simultaneously with the execution and delivery of this Agreement, Northshore (sometimes referred to herein as the "Cash Payor") shall indefeasibly pay an aggregate amount of up to $12.5 million (such amount of $12.5 million, as may be reduced only by reason of the Cash Payor's nonpayment of the applicable Pro Rata Share (as hereinafter defined) to any book publisher listed on the Recovery Summary Spreadsheet that does not become a Participating Book Publisher, the "Cash Payment Amount") on a *pro rata* basis (calculated as further provided in this Section 3) to all Participating Book Publishers that are not defendants in the Antitrust Action as of May 1, 2009. The amount of each Participating Book Publisher's *pro rata* share of the Cash Payment Amount (its "Pro Rata Share") will be the amount shown in the column entitled "Cash Settlement" on the Recovery Summary Spreadsheet, after giving effect to the Legal Fee Payment (as defined

in Section 3(e) hereof). The Pro Rata Share to be paid to any Participating Book Publisher shall not be increased by any amounts that are not paid to any Non-Petitioning Book Publisher that does not become a Participating Book Publisher. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that no portion of the Cash Payment shall be made to Time/Warner Retail Sales & Marketing, Inc. ("Time Warner"), as it is a defendant in the Antitrust Action.

(b) Payment Conditions. The Cash Payor's payment to a Participating Book Publisher of such Participating Book Publisher's Pro Rata Share shall be conditioned upon the satisfaction of all of the following:

(i) the Participating Book Publisher has entered into this Agreement or, in the case of a Non-Petitioning Book Publisher, has entered into a Non-Petitioning Book Publisher Settlement Agreement; and

(ii) the Participating Book Publisher has, pursuant to Section 2(a) hereof, sold its Claim against Anderson News to Northshore (or its designee) and made the requisite representations and warranties described in Section 2(a) hereof (subject to the limitations on liability set forth therein) and has executed and delivered the Assignment of Claim.

(c) Disgorgements. In the event that there is a claim brought against any Participating Book Publisher that results in a final, non-appealable order directing the repayment of all or any portion of such Participating Book Publisher's Pro Rata Share (a "Disgorgement"), then Northshore shall immediately and unconditionally re-transfer (a "Re-Transfer") to such Participating Book Publisher a percentage of the amount of the Sold Claim that Northshore acquired from such Participating Book Publisher that is equal to the percentage of such Participating Book Publisher's Pro Rata Share which is subject to such Disgorgement. By way of illustration, if, for example, (i) a Participating Book Publisher's Pro Rata Share is $1,000,000 (the "Example Cash Payment Amount"), (ii) the amount of the Disgorgement is $400,000 (the "Example Disgorgement Amount") and (iii) the amount of the Sold Claim that Northshore acquired from such Participating Book Publisher is $4,000,000 (the "Example Sold Claim Amount"), then Northshore would be required to Re-Transfer $1,600,000 (the "Example Re-Transfer Amount") of such Example Sold Claim Amount to such Participating Book Publisher. The underlying calculation in connection with the preceding example is as follows: the Example Re-Transfer Amount ($1,600,000) equals the product of (A) the quotient of (1) the Example Disgorgement Amount ($400,000) divided by (2) the Example Cash Payment Amount ($1,000,000) multiplied by (B) the Example Sold Claim Amount ($4,000,000).

(d) Retained Security Interests. Subject to the terms of this Section 3(d), in order to secure Northshore's obligation to make a Re-Transfer (each, a "Re-Transfer Obligation" and, collectively, "Re-Transfer Obligations"), each Participating Book Publisher shall retain a security interest (the "Retained Security Interest" and, collectively with such security interests of the other Participating Book Publishers, the "Retained Security Interests") in the applicable Sold Claim for a period of five (5) years from the

date of such Participating Book Publisher's actual receipt of payment in cash of its Pro Rata Share (the "Secured Period").

(i) *Grant of Security Interest to Each Petitioning Creditor.* Northshore hereby grants to each Petitioning Creditor, as security for Northshore's Re-Transfer Obligation to such Petitioning Creditor in connection with such Petitioning Creditor's Sold Claim, a first priority security interest in and a lien upon such Sold Claim and all Proceeds (as defined in the Uniform Commercial Code in the applicable jurisdiction(s) as in effect from time to time (the "UCC")) thereof, whether or not subject to the UCC. With respect to the security interest of each Petitioning Creditor hereunder, each Petitioning Creditor shall have, in addition to all other rights and remedies allowed by law, all of the rights and remedies of a secured party under the UCC. This Agreement constitutes a security agreement under the UCC.

(ii) *Grant of Security Interest to Each Non-Petitioning Book Publisher.* As part of each Non-Petitioning Book Publisher Settlement Agreement, Northshore agrees that it will grant to the applicable Non-Petitioning Book Publisher, as security for Northshore's Re-Transfer Obligation to such Non-Petitioning Book Publisher in connection with such Non-Petitioning Book Publisher's Sold Claim, a first priority security interest in and a lien upon such Sold Claim and all Proceeds (as defined in the UCC) thereof, whether or not subject to the UCC. With respect to the security interest to be granted to each Non-Petitioning Book Publisher in the Non-Petitioning Book Publisher Settlement Agreement, each Non-Petitioning Book Publisher shall have, in addition to all other rights and remedies allowed by law, all of the rights and remedies of a secured party under the UCC, and each such Non-Petitioning Book Publisher Settlement Agreement will state that it is a security agreement under the UCC.

(iii) *Collateral Assignment to Each Petitioning Creditor.* As collateral security for the Re-Transfer Obligation of Northshore to each Petitioning Creditor in connection with such Petitioning Creditor's Sold Claim, Northshore hereby assigns, transfers and sets over to each Petitioning Creditor all of Northshore's rights, but not its obligations, under this Agreement and each Petitioning Creditor's Assignment of Claim with respect to such Petitioning Creditor's Sold Claim. If Northshore breaches its Re-Transfer Obligation, each Petitioning Creditor may enforce, either in its own name or in the name of Northshore, all of Northshore's rights under this Agreement and/or the applicable Assignment of Claim, including, without limitation, to do any and all things necessary, convenient, desirable or proper to fully and completely effectuate the collateral assignment of the rights under this Agreement and the applicable Assignment of Claim pursuant hereto. Northshore hereby constitutes and appoints each Petitioning Creditor (or its respective designee) as Northshore's attorney-in-fact with full power in Northshore's name, place and stead to do or accomplish any of the aforementioned undertakings and, in connection therewith, to execute such documents or instruments in Northshore's name or stead as may be necessary,

convenient, desirable or proper in such Petitioning Creditor's discretion. The aforementioned power of attorney shall be a power of attorney coupled with an interest and irrevocable. In the event that any action is brought by a Petitioning Creditor to enforce any rights under this Agreement and/or the applicable Assignment of Claim, Northshore agrees to fully cooperate with and assist such Petitioning Creditor in the prosecution thereof.

(iv) *Collateral Assignment to Each Non-Petitioning Book Publisher.* As part of each Non-Petitioning Book Publisher Settlement Agreement and Assignment of Claim, as collateral security for the Re-Transfer Obligation of Northshore to each Non-Petitioning Book Publisher in connection with such Non-Petitioning Book Publisher's Sold Claim, Northshore agrees that it will assign, transfer and set over to each Non-Petitioning Book Publisher all of Northshore's rights, but not its obligations, under the applicable Non-Petitioning Book Publisher Settlement Agreement and Non-Petitioning Book Publisher's Assignment of Claim with respect to such Non-Petitioning Book Publisher's Sold Claim. Northshore's collateral assignment of such rights to each Non-Petitioning Book Publisher in each Non-Petitioning Book Publisher Settlement Agreement shall be upon the same terms and conditions as the collateral assignment of such rights to each Petitioning Creditor as set forth in Section 3(d)(iii) hereof.

(v) *Release of Security Interest; Distribution on Sold Claims.* If no claim for, or lawsuit seeking, a Disgorgement (a "Disgorgement Claim") is made or filed, respectively, within the Secured Period, then the Retained Security Interest shall be released. If a Disgorgement Claim is made or filed at any time during the Secured Period, then the Retained Security Interest shall continue until the entry of a final, non-appealable order determining that the Participating Book Publisher shall not be required to make a Disgorgement. Unless a Disgorgement Claim has been made or filed and is pending, Northshore may receive a distribution on the Sold Claims and transfer such distribution without any obligation to account for or remit such distribution to the Participating Book Publisher holding the Retained Security Interest in such Sold Claim. At any time a Disgorgement Claim has been made or filed and is pending, Northshore shall hold any distribution on each Sold Claim in trust for the benefit of the Participating Book Publisher holding the Retained Security Interest in such Sold Claim and shall not be permitted to transfer such distribution without the prior written consent of such Participating Book Publisher.

(vi) *Permitted Liens.* Other than the Retained Security Interest with respect to a Sold Claim, and except as hereinafter set forth, Northshore agrees that it will not grant a security interest in, nor permit any lien or other encumbrance to exist on, any of the Sold Claims. Notwithstanding the foregoing, Northshore shall be permitted to grant a security interest in, or permit a lien or other encumbrance (a "Lien") to exist on, a Sold Claim (a "Permitted Lien") solely in the event that (x) any such Lien shall be in all respects subordinate to the Retained Security Interest of the applicable Participating Book Publisher and (y) any holder of any such Lien acknowledges in writing to the Participating Book Publishers that the

Lien of such holder is subordinate to the senior, first priority lien (a "Senior Lien") of the applicable Participating Book Publisher, and that such holder has no right to take any action with respect to such Lien on the Sold Claim for so long as such Senior Lien is in effect.

(e) Legal Fees of the Participating Book Publishers. Four Hundred Thousand Dollars ($400,000) of the Cash Payment Amount (the "Legal Fee Payment") shall be paid by the Cash Payor directly to Lowenstein Sandler PC ("LS"), counsel for the Petitioning Creditors. The Legal Fee Payment shall be applied to all legal fees and expenses (collectively, "Legal Expenses") of each of LS and Stevens & Lee P.C., Delaware counsel for the Petitioning Creditors, incurred on behalf of the Petitioning Creditors and for the benefit of the other Participating Book Publishers in connection with the filing and prosecution of the Petition, the involuntary bankruptcy case and all proceedings related thereto, the negotiation of the settlement contemplated by the Term Sheet and this Agreement, the documentation and negotiation of the Term Sheet and this Agreement and all of the documents entered into in connection with the foregoing, and all other matters relating to the dismissal of the Petition and the involuntary bankruptcy case. The amount of the Legal Fee Payment has been deducted from the Cash Payment Amount in determining the Pro Rata Share that each Participating Book Publisher is entitled to receive in accordance with Section 2(a) hereof. If any portion of the Legal Fee Payment remains (the "Remaining Legal Payment") following the application of the Legal Fee Payment to all Legal Expenses incurred, LS shall remit the Remaining Legal Payment, on an equal basis (not a *pro rata* basis), to the Petitioning Creditors for their own account, and no other Participating Book Publishers shall have the right to receive any portion of the Remaining Legal Payment. It is understood that if the Legal Expenses exceed $400,000, the Petitioning Creditors will be solely responsible for such excess fee amounts, and no other Participating Book Publishers shall be obligated to pay any portion of such excess fee amounts.

4. Non-Petitioning Book Publishers.

(a) Opt-In Period for Non-Petitioning Book Publishers. Contemporaneously with Anderson News' filing of the Motion to Dismiss with the Bankruptcy Court as provided herein, Anderson News and Northshore shall provide written notice of the Settlement to all other entities (other than the Petitioning Creditors) from which Anderson News purchased books, as set forth on the Recovery Summary Spreadsheet (each, a "Non-Petitioning Book Publisher" and, collectively, the "Non-Petitioning Book Publishers"), such notice to be in the form attached hereto as Exhibit C (the "Opt-In Notice"), offering the Non-Petitioning Book Publishers the ability to sell and settle their claims against Anderson News upon the terms and conditions set forth in this Agreement (the "Settlement Offer"). Each Non-Petitioning Book Publisher shall have ninety (90) days from the date on which the Motion to Dismiss the Petition is filed with the Bankruptcy Court (the "Opt-In Period") to accept the Settlement Offer. The instructions for accepting such Settlement Offer shall be set forth in the Opt-In Notice sent to the Non-Petitioning Book Publishers. Any Non-Petitioning Book Publisher who has not properly accepted the Settlement Offer on or prior to the last day of the Opt-In Period shall not be entitled to participate in the Settlement described herein.

(b) Book Returns to Non-Petitioning Book Publishers. To the extent not previously returned to the applicable book publishers on or prior to the date hereof, Anderson News agrees to promptly return all Book Related Items in its physical possession, custody and control as of the Returns Cut-off Date to any Non-Petitioning Book Publisher that accepts the Settlement Offer in accordance with Section 4(a) above, and shall work in good faith, and subject to commercially reasonable standards, to effectuate all such returns to each Non-Petitioning Book Publisher within seven (7) business days, and shall in any event effectuate all such returns to each Non-Petitioning Book Publisher within seventy-five (75) days of Northshore's receipt of such Non-Petitioning Book Publisher's original Assignment of Claim and Non-Petitioning Book Publisher Settlement Agreement, and, contemporaneously therewith, Northshore shall mail to such Non-Petitioning Book Publisher a check in the amount of its Pro Rata Share of the Cash Payment Amount as consideration for its Sold Claim. Post Cut-off Date Returns of the Non-Petitioning Book Publishers will be subject to, and handled in accordance with, the terms, conditions and procedures set forth in Section 1(c) hereof. Notwithstanding the foregoing, the Parties acknowledge that Book Returns will not be made to Time Warner, as it is a defendant in the Antitrust Action.

5. **Dismissal of Petition; Cooperation.** The Parties expressly acknowledge and agree that dismissal of the Petition (a "Dismissal") is not a condition precedent to this Agreement or the actions contemplated hereunder. However, notwithstanding the foregoing, so long as no Anderson Entity is in breach of this Agreement, the Parties to this Agreement and their respective successors, assigns, agents, attorneys and representatives agree to cooperate, support and not interfere or oppose a Dismissal. In addition, the Parties to this Agreement and their respective successors, assigns, agents, attorneys and representatives agree not to schedule a hearing for a Dismissal until thirty (30) days after filing and service of notice of the hearing on the Motion to Dismiss the Petition.

6. **Representations and Warranties.**

(a) Book Returns; Recovery Summary Spreadsheet; Accuracy of Information. Anderson News and Anderson Media, jointly and severally, represent and warrant that: (i) to the best of their knowledge, all written information and other materials concerning Anderson News which has been or is hereafter prepared by or on behalf of Anderson News or Anderson Media and delivered to the Petitioning Creditors, when considered as a whole, did not, or will not when delivered to the Petitioning Creditors, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements have been made; (ii) (A) to the best of their knowledge, the Wholesale Book Return Costs contained in the Recovery Summary Spreadsheet are true, correct and complete in all material respects, and (B) the Recovery Summary Spreadsheet has been prepared based upon information furnished by or on behalf of Anderson News or Anderson Media, and (except for information regarding Wholesale Book Return Costs covered by clause (ii)(A) above) the information set forth therein is true, correct and complete in all material respects according to Anderson News' books and records.

(b) Northshore. Anderson News and Anderson Media represent and warrant that Northshore (i) is a limited liability company organized under the laws of the State of Delaware, and 100% of the equity interests in Northshore are beneficially owned, directly or indirectly, by Anderson Media, and (ii) other than the Retained Security Interests and any Permitted Liens, has not granted, and will not grant, a security interest in, nor permit any lien or other encumbrance to exist on, any of the Sold Claims.

(c) Authority; Validity; Enforceability. Each Party represents and warrants that: (i) such Party has all necessary power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of such Party; and (iii) this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(d) No Conflicts. Each Party represents and warrants that, to the knowledge of such Party, the execution and delivery of this Agreement by such Party does not, and the performance of this Agreement by such Party will not: (i) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, domestic or foreign, by or with respect to such Party; (ii) conflict with or violate the articles of incorporation, by-laws or other organizational documents of such Party; (iii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to such Party or by which such Party is bound; or (iv) result in any breach of or constitute a default (or any event which with notice or lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or other encumbrance of any nature whatsoever on such Party's assets pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which such Party is a party or by which such Party may be bound.

(e) Advice of Counsel; Voluntariness. Each Party represents and warrants that (i) it has been separately represented by legal counsel of its choosing and has received the benefit of the advice of such counsel (and such other experts and advisors as it has deemed necessary) in connection with the negotiation, execution and delivery of this Agreement; (ii) other than as set forth in this Agreement, no party, representative, advisor, agent, attorney or any other person has made any promise or inducement in order to encourage or persuade such Party to enter into this Agreement; and (iii) it has entered into this Agreement of its own free will and without any threat of intimidation, coercion or undue influence.

7. **Mutual Release of Claims.** In consideration of the promises set forth in this Agreement: (a) each of Anderson Media and Anderson News hereby agree to fully release and discharge each of the Petitioning Creditors (except for any Petitioning Creditor that, as of May 1,

2009, is a party to the Antitrust Action) and their past and present officers, directors and employees from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, demands, claims, obligations and/or liabilities (collectively, "Liabilities") of any kind whatsoever, known or unknown, direct or consequential, that Anderson Media or Anderson News has ever had or now has, that involve, arise from or relate to the subject matter of the Petition and the filing and prosecution of the Petition, except for any Liabilities or other claims that are expressly preserved or otherwise arise under the terms of this Agreement; and (b) the Petitioning Creditors hereby agree to fully release and discharge each of Anderson Media and Anderson News and their past and present officers, directors and employees from any and all Liabilities of any kind whatsoever, known or unknown, direct or consequential, that any Petitioning Creditor has ever had or now has, that involve, arise from or relate to the subject matter of the Petition and the filing and prosecution of the Petition, except for any Liabilities or other claims that are expressly preserved or otherwise arise under the terms of this Agreement. Without limiting the fact that no claims against any of the affiliates of Anderson Media and Anderson News are being released, for purposes of emphasis only, and for the avoidance of doubt, there shall not be a release of any Liabilities owed by Anderson Merchandisers, LP to a Participating Book Publisher. Each seller of a Claim (that is not a Party hereto) and Anderson Media and Anderson News shall also provide a release, the substance, terms and conditions of which are consistent with this Section 7, in each Non-Petitioning Book Publisher Settlement Agreement, provided, however, that no seller of a claim shall be required to release Anderson Media or Anderson News from any claims related to or arising from the sale of magazines, and Anderson Media and Anderson News shall not be required to release and are not releasing by reason of this Agreement any entity for any claim that is related to or arises from the sale of magazines.

8. Defaults. It is expressly acknowledged and agreed that, in the event of any breach of or default under this Agreement by a Party (other than a breach of or default under Sections 3(d)(i) and 3(d)(iii) hereof, which shall be subject to the rights and remedies set forth in said Sections), each other Party hereto (that is not in breach of or default under this Agreement) shall have, and be entitled to exercise, all of the rights and remedies available to such Party under this Agreement and as allowed by applicable law or at equity, or otherwise. No representation or warranty of Anderson News and Anderson Media set forth in this Agreement is or shall be construed to be a guarantee of the accuracy or completeness of the Wholesale Book Return Costs contained in the Recovery Summary Spreadsheet.

9. Additional Covenants.

(a) Non-Disclosure. Except as otherwise previously disclosed as contemplated by the Term Sheet, required by law or provided in an order of a court of competent jurisdiction, and except to the extent included in the Motion to Dismiss the Petition or in the information provided to the Non-Petitioning Book Publishers, or information provided in connection with the Bankruptcy Case, the Parties shall not issue any press release or make any other announcement that refers to this Agreement, the Term Sheet or the proposed settlement set forth herein without the prior written consent of the other Parties. If a Party is required to disclose any such information under applicable law, such Party shall not issue any such press release or make any such

announcement without providing the other Parties hereto at least one (1) complete business day to review the proposed press release or announcement and provide written comments or suggested revisions with respect thereto.

(b) Further Assurances. At the request of another Party and without further consideration, each Party hereto shall execute and deliver, or cause to be executed and delivered, such additional consents, documents and other instruments and take all such further action as may be reasonably necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

10. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail or facsimile with automatic confirmation by the transmitting machine showing the proper number of pages were transmitted without error if sent during normal business hours of the recipient, and if not during normal business hours, then on the next business day, (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the following addresses (or at such other address as a Party may hereafter specify in writing to the other Parties in accordance with this Section):

(a) If to Anderson News:

Anderson News, LLC
c/o Jay Maier
6016 Brookvale Lane, Suite 151
Knoxville, Tennessee 37919
Facsimile: (865) 558-8798
E-mail: jmaier@andersonmediacorp.com
Attention: Jay Maier

With a copy to:

Young Conaway Stargatt & Taylor, LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19899-0391
Facsimile: (302) 576-3316

E-mail: jmclaughlin@ycst.com
Attention: John D. McLaughlin, Jr., Esq.

(b) If to Anderson Media, Northshore or Holston:

Anderson Media Corporation
c/o Charlie Anderson
6016 Brookvale Lane, Suite 151
Knoxville, Tennessee 37919
Facsimile: (865) 558-8798
E-mail: canderson@andersonmediacorp.com
Attention: Charlie Anderson

Northshore Capital, LLC
c/o Timothy Corley
2815 Darby Drive
Florence, Alabama 35631-1168
Facsimile: (256) 760-0083
E-mail: tim@timothycorley.com
Attention: Timothy Corley

Holston Asset Management, LLC
c/o David Thompson
6016 Brookvale Lane, Suite 151
Knoxville, Tennessee 37919
Facsimile: (865) 558-8798
E-mail: dthompson@andersonmediacorp.com
Attention: David Thompson

In each case, with a copy to:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Facsimile: (404) 253-8685
E-mail: grant.stein@alston.com
Attention: Grant T. Stein, Esq.

(b) If to Hachette, Harper Collins, Random House or S&S:

Hachette Book Group, Inc.
237 Park Avenue
New York, New York 10017
Facsimile: (212) 364-0934
E-mail: elise.solomon@hbgusa.com
Attention: Elise S. Solomon, Esq., Senior Counsel

HarperCollins Publishers LLC
10 East 53rd Street
New York, New York 10022
Facsimile: (212) 207-7552
E-mail: kyran.cassidy@harpercollins.com
Attention: Kyran Cassidy, Esq., Assistant General Counsel
and
HarperCollins Publishers, LLC
1000 Keystone Industrial Park
Scranton, Pennsylvania 18512
Facsimile: (570) 941-1590
E-mail: john.shearer@harpercollins.com
Attention: John Shearer, Vice President - Credit Services

Random House, Inc.
1745 Broadway
New York, New York 10019
Facsimile: (212) 782-8499
E-mail: ktrager@randomhouse.com
Attention: Katherine Trager, Esq., Senior Vice President and General Counsel

Simon & Schuster, Inc.
1230 Avenue of the Americas
New York, New York 10020
Facsimile: (212) 698-7171
E-mail: Elisa.Rivlin@simonandschuster.com
Attention: Elisa M. Rivlin, Esq., Senior Vice President and General Counsel

In each case, with copies to:

Lowenstein Sandler PC
65 Livingston Avenue
Roseland, NJ 07068
Facsimile: (973) 597-2309
E-mail: bbuechler@lowenstein.com

Attention: Bruce Buechler, Esq.
and
Lowenstein Sandler PC
1251 Avenue of the Americas
New York, NY 10020
Facsimile: (973) 422-6851
E-mail: bnathan@lowenstein.com
Attention: Bruce S. Nathan, Esq.

11. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior oral or written agreements (including, but not limited to, the Term Sheet), contracts, negotiations, representations and discussions of the Parties, if any, pertaining to these matters, are merged into this Agreement. No Party to this Agreement has made any oral or written representations to any other Party other than those set forth in this Agreement, and no Party has relied upon, or is entering into, this Agreement in reliance upon any representations other than those set forth in this Agreement.

12. Assignment. This Agreement and the rights and obligations hereunder shall not be assignable by any Party, except, in the case of any Petitioning Creditor, to any entity or person controlling, controlled by, or under common control with, such Petitioning Creditor and that is not a party to the Antitrust Action as of May 1, 2009.

13. Binding Effect. The obligations and rights under this Agreement shall be binding upon and inure to the benefit of, as the case may be, the Parties' successors, permitted assigns, heirs and personal representatives. This Agreement is not intended to confer any rights or remedies hereunder upon any person except the Parties hereto except as otherwise expressly provided herein with respect to the Non-Petitioning Book Publishers.

14. No Oral Modifications or Waivers. No waiver, modification or amendment of any provision of this Agreement shall be effective unless executed in writing by the Party or Parties to be bound by such waiver, modification or amendment. The rights and remedies of the Parties set forth in this Agreement are cumulative and in addition to, and not exclusive of, all other rights and remedies available at law, in equity or otherwise. No failure or delay on the part of any Party in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right or be construed to be a waiver of any breach of this Agreement.

15. Interpretation of the Agreement. This Agreement will not be construed against any of the Parties on the grounds that such Party was the author or drafter of this Agreement. Inapplicability or unenforceability for any reason of any provision of this Agreement shall neither limit nor impair the operation or validity of any other provision of this Agreement. Furthermore, in interpreting this Agreement, or any word, term or provision contained herein, no consideration or weight shall be given to the inclusion or exclusion of any word, term or provision in any prior, unexecuted draft of this Agreement exchanged by the Parties.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be an original, but all of which taken together

shall constitute a single document. This Agreement shall be binding upon each Party upon execution, regardless of whether any other Party has executed the same or a different counterpart. A photocopy, telecopy or electronic copy of an executed counterpart of this Agreement shall be sufficient to bind the party(s) whose signature(s) appear thereon.

17. Governing Law; Venue. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. The Parties hereby agree to submit to the jurisdiction of the courts located in the State of Delaware.

18. Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorized officers of the Parties hereto as of the date first written above, and by signing below, each such Party agrees to be bound by this Agreement.

ANDERSON NEWS, LLC

By: _____
Name: John W Campbell
Title: Vice President Finance

ANDERSON MEDIA CORPORATION

By: _____
Name: Charles C. Anderson Jr
Title: CEO

NORTHSHORE CAPITAL, LLC

By: _____
Name: Jay Maier
Title: VP

HACHETTE BOOK GROUP, INC.

By: _____
Name:
Title:

[SIGNATURE PAGES TO SETTLEMENT AGREEMENT]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorized officers of the Parties hereto as of the date first written above, and by signing below, each such Party agrees to be bound by this Agreement.

ANDERSON NEWS, LLC

By: _____
Name:
Title:

ANDERSON MEDIA CORPORATION

By: _____
Name:
Title:

NORTHSHORE CAPITAL, LLC

By: _____
Name:
Title:

HACHETTE BOOK GROUP, INC.

By: _____
Name: THOMAS A. MAGYAR
Title: EXEC. VP + CFO

[SIGNATURE PAGES TO SETTLEMENT AGREEMENT]

HARPERCOLLINS PUBLISHERS LLC

By: _____
Name: Janet Gorjasio
Title: Chief Financial Officer

SIMON & SCHUSTER, INC.

By: _____
Name:
Title:

RANDOM HOUSE, INC.

By: _____
Name:
Title:

HOLSTON ASSET MANAGEMENT, LLC, enters into this Agreement solely to acknowledge and agree that it shall act in accordance with Section 1(c) and Section 1(d) hereof.

HOLSTON ASSET MANAGEMENT, LLC

By: _____
Name:
Title:

[SIGNATURE PAGES TO SETTLEMENT AGREEMENT]

HARPERCOLLINS PUBLISHERS LLC

By: _____
Name:
Title:

SIMON & SCHUSTER, INC.

By: _____
Name: David F. England
Title: C.F.O.

RANDOM HOUSE, INC.

By: _____
Name:
Title:

HOLSTON ASSET MANAGEMENT, LLC, enters into this Agreement solely to acknowledge and agree that it shall act in accordance with Section 1(c) and Section 1(d) hereof.

HOLSTON ASSET MANAGEMENT, LLC

By: _____
Name:
Title:

[SIGNATURE PAGES TO SETTLEMENT AGREEMENT]

HARPERCOLLINS PUBLISHERS LLC

By: _____
Name:
Title:

SIMON & SCHUSTER, INC.

By: _____
Name:
Title:

RANDOM HOUSE, INC.

By: Anne G. Davis
Name: ANNE G. DAVIS
Title: Senior VP, Chief Financial Off...

HOLSTON ASSET MANAGEMENT, LLC, enters into this Agreement solely to acknowledge and agree that it shall act in accordance with Section 1(c) and Section 1(d) hereof.

HOLSTON ASSET MANAGEMENT, LLC

By: _____
Name:
Title:

[SIGNATURE PAGES TO SETTLEMENT AGREEMENT]

HARPERCOLLINS PUBLISHERS LLC

By: _____
Name:
Title:

SIMON & SCHUSTER, INC.

By: _____
Name:
Title:

RANDOM HOUSE, INC.

By: _____
Name:
Title:

HOLSTON ASSET MANAGEMENT, LLC, enters into this Agreement solely to acknowledge and agree that it shall act in accordance with Section 1(c) and Section 1(d) hereof.

HOLSTON ASSET MANAGEMENT, LLC

By: _____
Name: DAVID L THOMPSON
Title: VICE PRESIDENT.

[SIGNATURE PAGES TO SETTLEMENT AGREEMENT]

EXHIBIT A

Form of Assignment of Claim

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, SIMON & SCHUSTER, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/17/09

SIMON & SCHUSTER, INC.

By: [illegible]

Title: C.F.O.

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17 day of July, 2009, before me, the subscriber, personally appeared David England, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of Simon & Schuster, Inc and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Elsa M Rivlin
Notary Public

Elisa M. Rivlin
Notary Public, State of New York
No. 02R16158923
Qualified in Queens County
Commission Expires April 2, 2011

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, RANDOM HOUSE, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/17/09

RANDOM HOUSE, INC.

By: Anne G Davies

Title: Senior Vice President, Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17th day of July, 2009, before me, the subscriber, personally appeared Anne Davis, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the SVP, Chief Financial Officer of Random House, Inc., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Matthew E. Martin
Notary Public

MATTHEW E. MARTIN
Notary Public, State of New York
No. 01MA6196791
Qualified in New York County
Commission Expires Aug. 29, 2010

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, HACHETTE BOOK GROUP, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/21/09

HACHETTE BOOK GROUP, INC.

By: Edward A. Harvey

Title: Exec. VP & CFO

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 21 day of July, 2009, before me, the subscriber, personally appeared Tom Maciag, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Exec VP + CEO of Hachette Book Group and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Carol Fein Ross
Notary Public

CAROL FEIN ROSS
Notary Public, State of New York
No. 02RO4694921
Qualified in Westchester County
Commission Expires Sept. 30, 2009

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, HARPERCOLLINS PUBLISHERS LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/20/09

HARPERCOLLINS PUBLISHERS LLC

By: [signature]

Title: CFO Harper Collins

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.:

BE IT REMEMBERED, that on this 7th day of July, 2009, before me, the subscriber, personally appeared Janet Gervasio, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of HarperCollins Publishers and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

BETH SILFIN
Notary Public, State of New York
No. 02NE4970158
Qualified in New York County
Commission Expires October 30, 2010

Notary Public

EXHIBIT B

Recovery Summary Spreadsheet

Exhibit B
Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$11,918.42
DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,973.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

Exhibit B
Recovery Summary Spreadsheet

SPORTS WRITERS LLC	$20,466.00		$6,811.29
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$5,945.06
LANGENSCHEIDT	$17,038.14		$5,670.46
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$5,621.93
ST.CLAIR	$16,612.01		$5,528.64
MIDPOINT TRADE BOOKS	$17,305.75	$1,287.99	$5,330.87
SOURCE BOOKS	$18,744.33	$3,462.02	$5,086.10
YALE UNIVERSITY PRESS	$16,417.94	$2,078.10	$4,772.44
HARCOURT BRACE & CO	$22,254.35	$8,205.97	$4,675.44
IDEALS PUBLISCATIONS/GUID	$13,505.13	$1,937.80	$3,849.72
PETER PAUPER PRESS INC	$15,047.78	$4,498.18	$3,511.01
POSTERITY PRESS	$11,779.35	$1,416.43	$3,448.88
NEGOTIATION ADVICE INTERNATIONAL	$9,116.75		$3,034.15
RONNIE SELLERS-CALENDARS	$8,967.73		$2,984.55
BROADMAN & HOLMAN PUBLISH	$11,986.79	$3,126.38	$2,948.83
PENTON OVERSEAS, INC.	$10,219.97	$1,583.83	$2,874.19
PELICAN PUBLISHING CO INC	$10,190.89	$2,270.44	$2,636.00
KANSAS CITY STAR	$8,156.37	$581.92	$2,520.85
RAGGS, LLC	$12,148.34	$4,950.19	$2,395.62
PENFIELD BOOKS	$13,378.74	$6,190.71	$2,392.25
AMERICAN BOOK CO 30PER CP	$8,254.85	$1,083.40	$2,386.73
STRANG COMMUNICATION BOOK	$6,919.18	$13.49	$2,298.28
GALAXY PRESS	$11,595.49	$4,690.22	$2,298.14
SEAGATE PUBLISHING CO	$6,834.34	$24.95	$2,266.23
GRAPHIQUE DE FRANCE	$6,407.72		$2,132.55
CHELSEA GREEN PUBLISHING	$6,742.54	$612.21	$2,040.23
WHITMAN PUBLISHING, LLC	$29,905.06	$23,806.27	$2,029.74
KAPPA BOOKS, INC	$6,145.02	$134.70	$2,000.29
KLUTZ	$5,892.25		$1,961.00
LANG HOLDINGS	$5,838.54		$1,943.12
TURNER PUBLISHING	$7,438.77	$1,637.97	$1,930.56
LEATHERS PUBLISHING	$5,684.01	$322.65	$1,784.31
MOTORBOOKS INTERNATIONAL	$5,401.97	$320.89	$1,691.03
CLARK GROUP (THE)	$4,967.19		$1,653.13
BYEWAY BOOKS, INC	$4,809.31	$111.67	$1,563.42
I UNIVERSE	$6,481.76	$1,840.39	$1,544.69
QUAIL RIDGE PRESS	$4,266.69		$1,420.00
ZAGAT SURVEY	$3,979.32		$1,324.36
UNIVERSITY OF CHICAGO PRESS	$3,937.70		$1,310.51
BELLEROPHON BOOKS	$4,139.79	$311.86	$1,273.97
FALCON PICTURE GROUP	$4,542.11	$999.76	$1,178.93
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$1,118.00
HOP, LLC	$3,312.49		$1,102.43
MOODY PRESS	$4,054.48	$971.35	$1,026.10

Exhibit B
Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	$1,804.36		$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP.	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,036.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

Exhibit B
Recovery Summary Spreadsheet

JOHN M HARDY PUBLISHING	$578.34		$192.48
NOT AT HOME PUBLISHING	$4,491.00	$3,929.63	$186.83
BRILLIANCE CORP	$551.55		$183.56
UNIVERSITY OF KY PRESS	$539.10		$179.42
BOOK SALES	$502.62		$167.28
K.C. PUBLISHING	$491.10		$163.44
WORLD WIDE RESEARCH	$473.03		$157.43
DATEWORKS	$447.63		$148.98
SCHIFFER PUBLISHING LTD	$574.77	$149.94	$141.39
DOVER PUBLICATIONS	$405.24		$134.87
MACADAM/CAGE	$398.16		$132.51
TATE PUBLISHING	$384.83		$128.08
WIDE WORLD OF MAPS	$310.92		$103.48
TWIN LIGHTS PUBLISHERS	$612.19	$303.18	$102.84
RONNIE SELLERS - BOOKS	$302.21		$100.58
NIKCO SPORTS	$296.41		$98.65
ALBERT WHITMAN	$294.80		$98.11
PROFOUND IMPACT GROUP	$227.53		$75.72
QUILL DRIVER BOOKS\WORD DANCER	$177.18		$58.97
CONTEMPORARY BOOKS	$113.94		$37.92
SOUND PRINTS	$107.93		$35.92
WATSON-GUPTILL PUBLICATIONS	$101.74		$33.86
HIDDEN PICTURES	$75.00		$24.96
PROMETHEUS BOOKS	$238.21	$233.55	$1.55
GLOBE PEQUOT PRESS	$60,566.56	$61,987.14	$0.00
ANDERSON NEWS/TAMPA BOOKS	$0.00	$12.58	$0.00
NATIONAL PRODUC	$0.00	$16.95	$0.00
ANDERSON NEWS/KNOXVILLE	$0.00	$25.78	$0.00
STACKPOLE BOOKS	$2,036.78	$2,246.66	$0.00
DALMATIAN PRESS	$402.98	$527.77	$0.00
LARSENS OUTDOOR PUBLISHIN	$0.00	$161.10	$0.00
TA TANKA MEDIA	$0.00	$439.43	$0.00
no Name	$0.00	$1,078.84	$0.00
ANDERSON AUSTIN/NASHVILLE	$0.00	$684.19	$0.00
HEALTH COMMUNICATIONS, IN	$3,583.45	$4,564.19	$0.00
No Name	$0.00	$3,279.40	$0.00
GOLLEHON	$1,295.91	$5,404.87	$0.00
U S NAVAL INSTITUTE PRESS	$16,232.53	$30,779.26	$0.00
LEARNING HORIZONS	$47,930.90	$134,272.82	$0.00
	$47,563,886.03	$11,320,232.74	$12,100,000.00

*Random House's Claimed Amount Includes Ten Speed Press which was purchased by Random House on 2/28/09.

EXHIBIT C

Form of Opt-In Notice

EXHIBIT C

[LETTERHEAD OF ANDERSON NEWS, LLC]

July [ ], 2009

[INSERT ADDRESS]

[ ]:

In early February 2009, after 92 years in business, Anderson News ceased operations and began winding up its affairs. Our decision to terminate our business has not been undertaken lightly – it has forced us to lay off thousands of employees, sever innumerable important business relationships, leave many of our counterparties owed millions of dollars, and conclude our proud corporate history. The actions that led us to close our business are the subject of a lawsuit filed in United States District Court in New York based on what we allege was a conspiracy to put us out of business by several magazine publishers. The case is *Anderson News, LLC v. American Media, Inc.*, et. al., Civil Action File No. 09 CIV 2227 (S.D.N.Y.) (the "Antitrust Action"). A copy of the complaint in the Antitrust Action is included in the materials with this letter.

On March 2, 2009 four of our book suppliers (Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster, Inc., and Random House, Inc.) filed an involuntary petition in bankruptcy against us.

The Petitioning Creditors have settled.

Following the filing of involuntary petition, the parent of Anderson News focusing on the fact that the economic distress was not caused by book publishers but by the defendants in the Antitrust Action. Accordingly, we worked with the four petitioning creditors and negotiated a settlement structure.

Under the settlement structure, book creditors will receive all available book returns from Anderson News, which were subject to the senior lien of our senior lender. Also, Northshore Capital, LLC ("Northshore"), an affiliate, is purchasing for cash each book creditor's claim against Anderson News. Northshore agreed to purchase, in aggregate, any non-defendant book publisher claims for $12.1 million, net of legal costs.

The purchase of the claims of the involuntary petitioning creditors, Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster, Inc., and Random House, Inc. has already occurred per the schedule attached to this letter. The settlement was premised on their receipt of their book returns and a pro rata share of Northshore's aggregate $12.1 million offer to purchase book creditor claims against Anderson News. It should be noted in this regard that the petitioning creditors assumed the risk that the lien of the senior lender will not be released, and thus the full value of the book returns may not be realized. This could occur, for example, if the bankruptcy case is not dismissed and the holder of the lien is not able to obtain relief from the automatic stay.

As noted below, the holder of the lien is a company called Holston Asset Management, LLC which purchased the SunTrust Bank loan. Holston Asset Management, LLC is an affiliate of Anderson News. You would have this same risk. Similarly, if Holston is able to obtain relief from the automatic stay, even if the bankruptcy case proceeds, it then has agreed to cooperate with Anderson News in order to facilitate the return of the books free and clear of its liens.

A similar settlement structure is available to you.

The same settlement structure is available to all other non-defendant book publishers. You are under no obligation to accept this offer to sell your claim. Northshore is authorizing us to make this offer on their behalf to provide you an opportunity to realize immediate value from claims you hold against us. Northshore hopes to benefit from the transaction because the claims they purchase will share in any proceeds from the Antitrust Action. You may choose to do the same by not selling your claim and waiting.

Our proposal details are found in the attached worksheet.

A spreadsheet is attached hereto which contains the details of the settlement offer. It reflects the gross payable balance that our books and records show that we owe each book publisher creditor, including the four petitioning creditors. It also reflects our estimate of the wholesale cost of available book returns that may be returned by creditor. Processing of these returns occurred after the suspension of operations. Anderson Services consolidated books and covers into its Memphis and Little Rock facilities. Because personnel and systems access were limited, the processing was performed using *ad hoc* routines and the estimates are not guaranteed. The spreadsheet also contains a pro rata allocation of Northshore cash offer to purchase claims against Anderson News. The cash is, of course, an amount certain.

We estimate that the cost of returns and cash represents over 50% of the aggregate book creditor claims against us. Our settlement offer may be more or less than the amount you would recover if you decline this offer and decide to continue to hold your claim against us. Future recoveries from Anderson News will be impacted by whether or not our motion to dismiss the involuntary bankruptcy case is granted, and the result of the Antitrust Action.

Steps to take, if interested

You may accept the offer to buy your claim by executing the claim assignment accompanying this letter where indicated and return it to us within ninety (90) days of the date hereof. If you sign and accept this offer, you agree to be bound by all of the terms and conditions contained in the assignment of claims and the term sheet and settlement agreement attached to this letter as though you were an original signatory to these documents.

Upon acceptance of this offer, we estimate that we will begin returning available books and covers to you promptly with our goal being to do so within seven (7) business days of our receipt of your original claim assignment, and Northshore will mail its check to purchase your claim against Anderson News promptly.

Other disclosures

There are few other facts for you to know. A little more than a week after we were forced to close down our business in February, we retained the services of Newleaf Corporation, a respected and independent third party with experience addressing situations similar to ours, to assist us in the liquidation of our business. Newleaf has and continues to oversee the liquidation of our business and the business of Anderson Services, LLC. Lloyd Whitaker of Newleaf is the assignee for the benefit of creditors for Anderson Services.

All of our assets other than the Antitrust Action are subject to a valid security interest that was initially given to SunTrust Bank. The SunTrust loan has been purchased by an affiliate of ours, Holston Asset Management, LLC. We anticipate that Holston will be in a position to recognize all of the proceeds from the assets that we currently own and in which it asserts a first priority security interest.

We believe that we have strong claims in the Antitrust Action. It is being litigated by sophisticated counsel with the financial backing of our parent, Anderson Media Corporation. It may ultimately yield sufficient proceeds to pay creditors back in full. However, complex litigation of this kind is both expensive and the outcome is uncertain.

You may want to consult with an attorney prior to signing this letter, and we encourage you to do so.

If you have any questions, please feel free to contact Mr. Lloyd Whitaker at Newleaf at 770-433-9300, ext. 1.

****

We appreciate the business relationship we have shared with you and regret that it has come to an end in the present circumstances.

[INSERT SIGNATURE BLOCKS]

EXHIBIT 3

[LETTERHEAD OF ANDERSON NEWS, LLC]

June [ ], 2009

[INSERT ADDRESS]

[ ]:

In early February 2009, after 92 years in business, Anderson News ceased operations and began winding up its affairs. Our decision to terminate our business has not been undertaken lightly – it has forced us to lay off thousands of employees, sever innumerable important business relationships, leave many of our counterparties owed millions of dollars, and conclude our proud corporate history. The actions that led us to close our business are the subject of a lawsuit filed in United States District Court in New York based on what we allege was a conspiracy to put us out of business by several magazine publishers. The case is *Anderson News, LLC v. American Media, Inc.*, et. al., Civil Action File No. 09 CIV 2227 (S.D.N.Y.) (the "Antitrust Action"). A copy of the complaint in the Antitrust Action is included in the materials with this letter.

On March 2, 2009 four of our book suppliers (Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster, Inc., and Random House, Inc.) filed an involuntary petition in bankruptcy against us.

The Petitioning Creditors have settled.

Following the filing of involuntary petition, the parent of Anderson News focused on the fact that the economic distress was not caused by book publishers but by the defendants in the Antitrust Action. Accordingly, we worked with the four petitioning creditors and negotiated a settlement structure.

Under the settlement structure, book creditors will receive all available book returns from Anderson News, which were subject to the senior lien of our senior lender. Also, Northshore Capital, LLC ("Northshore"), an affiliate, is purchasing for cash each book creditor's claim against Anderson News. Northshore agreed to purchase, in aggregate, any non-defendant book publisher claims for $12.1 million, net of legal costs.

The purchase of the claims of the involuntary petitioning creditors, Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster, Inc., and Random House, Inc. has already occurred per the schedule attached to this letter. The settlement was premised on their receipt of their book returns and a pro rata share of Northshore's aggregate $12.1 million offer to purchase book creditor claims against Anderson News. It should be noted in this regard that the petitioning creditors assumed the risk that the lien of the senior lender will not be released, and thus the full value of the book returns may not be realized. This could occur, for example, if the bankruptcy case is not dismissed and the holder of the lien is not able to obtain relief from the automatic stay.

As noted below, the holder of the lien is a company called Holston Asset Management, LLC which purchased the SunTrust Bank loan. Holston Asset Management, LLC is an affiliate of Anderson News. You would have this same risk. Similarly, if Holston is able to obtain relief from the automatic stay, even if the bankruptcy case proceeds, it then has agreed to cooperate with Anderson News in order to facilitate the return of the books free and clear of its liens.

A similar settlement structure is available to you.

The same settlement structure is available to all other non-defendant book publishers. You are under no obligation to accept this offer to sell your claim. Northshore is authorizing us to make this offer on their behalf to provide you an opportunity to realize immediate value from claims you hold against us. Northshore hopes to benefit from the transaction because the claims they purchase will share in any proceeds from the Antitrust Action. You may choose to do the same by not selling your claim and waiting.

Our proposal details are found in the attached worksheet.

A spreadsheet is attached hereto which contains the details of the settlement offer. It reflects the gross payable balance that our books and records show that we owe each book publisher creditor, including the four petitioning creditors. It also reflects our estimate of the wholesale cost of available book returns that may be returned by creditor. Processing of these returns occurred after the suspension of operations. Anderson Services consolidated books and covers into its Memphis and Little Rock facilities. Because personnel and systems access were limited, the processing was performed using *ad hoc* routines and the estimates are not guaranteed. The spreadsheet also contains a pro rata allocation of Northshore cash offer to purchase claims against Anderson News. The cash is, of course, an amount certain.

We estimate that the cost of returns and cash represents over 50% of the aggregate book creditor claims against us. Our settlement offer may be more or less than the amount you would recover if you decline this offer and decide to continue to hold your claim against us. Future recoveries from Anderson News will be impacted by whether or not our motion to dismiss the involuntary bankruptcy case is granted, and the result of the Antitrust Action.

Steps to take, if interested

You may accept the offer to buy your claim by executing the claim assignment accompanying this letter where indicated and return it to us within ninety (90) days of the date hereof. If you sign and accept this offer, you agree to be bound by all of the terms and conditions contained in the assignment of claims and the term sheet and settlement agreement attached to this letter as though you were an original signatory to these documents.

Upon acceptance of this offer, we estimate that we will begin returning available books and covers to you promptly with our goal being to do so within seven (7) business days of our receipt of your original claim assignment, and Northshore will mail its check to purchase your claim against Anderson News promptly.

Other disclosures

There are few other facts for you to know. A little more than a week after we were forced to close down our business in February, we retained the services of Newleaf Corporation, a respected and independent third party with experience addressing situations similar to ours, to assist us in the liquidation of our business. Newleaf has and continues to oversee the liquidation of our business and the business of Anderson Services, LLC. Lloyd Whitaker of Newleaf is the assignee for the benefit of creditors for Anderson Services.

All of our assets other than the Antitrust Action are subject to a valid security interest that was initially given to SunTrust Bank. The SunTrust loan has been purchased by an affiliate of ours, Holston Asset Management, LLC. We anticipate that Holston will be in a position to recognize all of the proceeds from the assets that we currently own and in which it asserts a first priority security interest.

We believe that we have strong claims in the Antitrust Action. It is being litigated by sophisticated counsel with the financial backing of our parent, Anderson Media Corporation. It may ultimately yield sufficient proceeds to pay creditors back in full. However, complex litigation of this kind is both expensive and the outcome is uncertain.

You may want to consult with an attorney prior to signing this letter, and we encourage you to do so.

If you have any questions, please feel free to contact Mr. Lloyd Whitaker at Newleaf at 770-433-9300, ext. 1.

****

We appreciate the business relationship we have shared with you and regret that it has come to an end in the present circumstances.

[INSERT SIGNATURE BLOCKS]

NEWLEAF
CORPORATION

2810 Spring Road, Suite 106
Atlanta, Georgia 30339

E-mail: LTWhitaker@Newleaf.ws

(770) 433-9400
FAX: (770) 433-8550

November 11, 2009

To: Creditors of Anderson News, LLC with Liquidated (undisputed) Claims
From: Lloyd T. Whitaker

Subject: Anderson News, LLC; status update and cash offer to purchase claims at a discount.

Dear Sir or Madam:

I am writing to provide you an update to the status of your claim against Anderson News LLC ("Anderson News" or "the Company"). Also this letter will describe an offer, entirely at your option, to sell your claim at a discount to an Anderson News affiliate for cash.

Background to the closure of the Company's business.

In early February 2009, after 92 years in business, Anderson News ceased operations and began winding up its affairs. The decision to terminate the business was not undertaken lightly – it was forced by the actions of third parties to lay off thousands of employees, sever innumerable important business relationships, leave many of its counterparties owed millions of dollars, and conclude its proud corporate history.

The actions by third parties that led to the closure and liquidation of the business are the subject of a lawsuit filed in United States District Court for the Southern District of New York [Case No. 09 CIV 2227] based on what there is alleged as a conspiracy to put Anderson News out of business by several magazine publishers. The case is *Anderson News, LLC and Anderson Services, LLC v. American Media, Inc.*, et. al. (the "Anti Trust Action"). A copy of the complaint in the Anti Trust Action is included in the materials with this letter.

Newleaf was hired to provide independent supervision in connection with an orderly liquidation of Anderson News and Anderson Services, LLC.

My company, Newleaf Corporation ("Newleaf"), was engaged on February 16, 2009 as a independent third party contractor, to plan and oversee an orderly liquidation of Anderson News and its sister company, Anderson Services, LLC ("Anderson Services"). I personally serve as the Assignee under an

Assignment for the Benefit of Creditors ("ABC") for Anderson Services currently pending in the Chancery Court of Knox County, TN [Case No. 175091-I]. In general, my role as Assignee for Anderson Services and as an independent contractor/liquidator for Anderson News is to collect and liquidate all assets (including causes of actions) of both Companies to cash and to gather and process for potential participation in future distributions of these assets. This process is intended to ensure that all claims are processed in a consistent manner and that all distributions to creditors are made on a pro rata basis after any secured or priority claims are satisfied.

Status of the Anderson News bankruptcy.

On March 2, 2009 four of Anderson News' book publisher suppliers (Hachette Book Group, Inc., HarperCollins Publishers LLC, Simon & Schuster, Inc., and Random House, Inc.) filed an involuntary Chapter 7 petition in bankruptcy against Anderson News in the U. S. Bankruptcy Court for the District of Delaware (Case No. 09-10695 (CSS)).

Following the filing of the involuntary bankruptcy petition the parent of Anderson News focused in on the fact that the economic distress being suffered by the book publishers had not been caused by the book publishers but rather by the defendants in the Anti Trust Action. Accordingly, Anderson News, its parent and an affiliated company, Northshore Capital Management, LLC ("Northshore") worked with the four petitioning bankruptcy creditors and negotiated a settlement structure that might be accepted not only by the four petitioning book publishers but also by all other book publisher creditors of Anderson News that are not defendants in the Anti Trust Action. Thus, in July of this year settlement offers following the identical format of the settlements with the initial four bankruptcy petitioning creditors were extended from Northshore to all book publishers that are not Anti Trust Action defendants. Pursuant to that offer each accepting book publisher would receive cash from a discounted purchase by assignment without recourse of its claim plus available book product returns subject to a senior lien and certain other related issues, with an ongoing effort continuing to be made to provide clear title to the book returns. As of September 25, 2009, 96.2% of the eligible claims have been purchased by Northshore, with no part of that claims purchase consideration having been paid by Anderson News.

Motions have been filed by Anderson News to dismiss the involuntary bankruptcy petition and objections have been filed to this motion. A scheduling hearing on the motion to dismiss is set for November 23, 2009.

A settlement agreement in principle has been reached with COMAG Marketing Group, LLC ("COMAG"), the largest non-Anti Trust Action defendant magazine publisher of Anderson News; purchase of claims at a discount.

COMAG is Anderson News' largest creditor that was neither a book publisher nor a defendant in the Anti Trust Action. COMAG has agreed to sell its claim against Anderson News at a discount to Northshore, although the sale has not closed at this time. Upon consummation of the sale COMAG will receive cash from Northshore equal to 20% of its liquidated claim. Unlike the situations where books are involved, there is no unsold COMAG product to return and credits for unsolds were processed in March.

A similar settlement offer and structure are available to all non-Anti Trust Action defendant creditors. You and these creditors are under no obligation to accept this offer to sell your claims. Northshore is making this offer to provide the opportunity to you and those similarly situated to realize immediate value for claims when they are liquidated and not disputed. As in the other instances, Northshore hopes

to benefit from the transaction because the claims it purchases at a discount will share pro rata at the face values of the claims in any proceeds ultimately received from success in the Anti Trust Action. However, as previously stated, creditors are not required to sell their claims and may choose to wait to get a potentially greater pro rata recovery from the Anti Trust Action results by not selling their claim. Consequently, all creditors of Anderson News will have been given a choice – either to accept an immediate cash offer to sell their claims at a discount, or to hold the claims until cash distributions, if any, are made by Anderson News following resolution of the Anti Trust Action.

Details of the Northshore proposal are outlined below.

A spreadsheet is attached hereto which contains the details of the settlement offer. It reflects the payable balance reflected on the books and records of Anderson News that it owes each eligible magazine publisher creditor. The balance is net of any receivables that Anderson News believes that it was due relating to RDA (retail display allowance) and other earned publisher incentives and promotions.

Northshore will offer to purchase your claim for the fixed, non-negotiable price of twenty cents on the dollar ($0.20/$1.00). The cash is, of course, also a fixed amount certain.

This settlement offer may be more or less than the amount you would recover if you decline this offer and decide to continue to hold your claim against Anderson News. Future recoveries from Anderson News will be impacted by whether or not the motion to dismiss the involuntary bankruptcy case is granted (it is being opposed by several of the defendants in the Anti Trust Action), and the result of the Anti Trust Action.

Steps to take, if you are interested

You may accept the offer to buy your claim by executing the claim assignment (the "Assignment") accompanying this letter where indicated and return it to John Campbell within ninety (90) days of the date of this letter. If you sign and accept this offer, you agree to be bound by all of the terms and conditions contained in the Assignment. The form of claim assignment used is similar to what previously was used with the book publishers which form is on file in the Bankruptcy Court in Delaware. You should mail your acceptance to:

Anderson News, LLC

Attention John Campbell

6016 Brookvale Lane, Suite 151

Knoxville, TN 37919

865-584-9765 ext 1322

Upon acceptance of this offer by delivery of the executed Assignment to Mr. Campbell, Northshore will promptly mail its check to purchase your claim against Anderson News.

Other disclosures

There are few other facts you should know.

All of the assets of Anderson News other than the Anti Trust Action are subject to a valid security interest that was initially given to SunTrust Bank. The SunTrust loan (including the loan collateral) has been purchased at par by an Anderson News affiliate, Holston Asset Management, LLC. We anticipate that Holston will be in a position to recognize all of the proceeds from the assets that Anderson News currently owns and in which it asserts a first priority security interest. Holston does not have a security interest in the Anti Trust Action.

Anderson News believes that it has strong claims in the Anti Trust Action. The suit is being litigated by sophisticated counsel with the financial backing of Anderson News' indirect parent, Anderson Media Corporation. Counsel in the Anti Trust Action is not retained on the basis of a contingency fee. The Anti Trust Action may ultimately yield sufficient proceeds to pay creditors back in full. However, complex litigation of this kind is both expensive and as in any litigation the outcome is uncertain.

You may wish to consult with an attorney prior to selling your claim, and we encourage you to do so.

If you have questions about anything said in this letter, please feel free to contact me at Newleaf in Atlanta, GA, (Eastern Standard Time) at 770-433-9400, ext. 1.

Sincerely,

Lloyd T. Whitaker, President
Newleaf Corporation
2810 Spring Road, Suite No. 106
Atlanta, GA 30339
770-433-9400, ext. 1
Email: LTWhitaker@Newleaf.ws
Web site: www.Newleaf.ws

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____ ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: _____

ACKNOWLEDGMENT

STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of_____, 2009, before me, the subscriber, personally appeared _____, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the _____ of _____, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

_____
Notary Public

Exhibit A
Anderson News, LLC
Recovery summary Spreadsheet

ND#	ND Name	Net AP Balance	Cash Settlement
6396	316 PUBLISHING	$ 1,994.73	$ 398.95
2627	5280 PUBLISHING INC	11,007.62	$ 2,201.52
6511	944 MEDIA, INC.	14,594.52	$ 2,918.90
6738	A2H2 MEDIA, LLC	28,774.74	$ 5,754.95
4629	ABARTA MEDIA/MORRIS COMM	69,963.95	$ 13,992.79
6849	ACTION MEDIA IN	165.02	$ 33.00
6662	ACTION SPORTS MEDIA	48,396.60	$ 9,679.32
6777	ALABAMA OUTDOOR NEWS	9,941.32	$ 1,988.26
2018	ALABAMA PRESS GUIDE	5,634.00	$ 1,126.80
6362	ALBUQUERQUE THE MAGAZINE	5,370.00	$ 1,074.00
1663	ALL AMERICAN	2,269.59	$ 453.92
6705	AMERICAN NUMISMATIC	960.03	$ 192.01
6495	ANTHEM PUBLISHING INC	9,898.55	$ 1,979.71
6323	ARIZONA DIAMONDBACKS	8,358.81	$ 1,671.76
1736	ARKANSAS BUSINESS PUB GRP	2,636.59	$ 527.32
2029	ASPEN	12,326.46	$ 2,465.29
1747	ATHLON	94,666.47	$ 18,933.29
6460	ATLANTA STYLE & DESIGN LLC	11,738.82	$ 2,347.76
6361	AUSTIN MONTHLY	4,965.02	$ 993.00
1266	AUSTIN WEDDING PAGES	109.46	$ 21.89
6642	BENDING OAK PUBLISHING	1,877.75	$ 375.55
1279	BEST PRODUCTIONS	4,189.72	$ 837.94
6280	BIG BAINE PUBLISHING & DESIGN	90.85	$ 18.17
2628	BIG STONE PUBLISHING	35.94	$ 7.19
1401	BIRCHETT, INC.	5,136.95	$ 1,027.39
1780	BIRMINGHAM MAGAZINE	1,285.02	$ 257.00
4909	BIZ CARDS TODAY	283.61	$ 56.72
6426	BIZAZ	639.89	$ 127.98
3429	BLOOD-HORSE PUBLICATIONS	3,386.08	$ 677.22
6486	BONAD, INC.	77.41	$ 15.48
1581	BRIDE & GROOM MAGAZINE INC	64.80	$ 12.96
6112	BROADREACH MEDIA, LLC	41.77	$ 8.35
3386	BULLS EYE LOTTERY BOOK	13.13	$ 2.63
6655	CACTUS MEDIA GROUP	4,457.78	$ 891.56
4070	CALIFORNIA MINING JOURNAL	592.06	$ 118.41
6036	CAPE FEAR PUBLISHING	3,998.88	$ 799.78
4300	CAROLINA ARCHITECT & DESIGN	500.00	$ 100.00
2221	CASINO JOURNAL	7,062.59	$ 1,412.52
1722	CATS PAUSE	84,171.15	$ 16,834.23
6282	CELEBRATE PUBLISHING GRP	45,074.73	$ 9,014.95
1628	CEO PUBLISHING GROUP INC	846.14	$ 169.23
5808	CITIES WEST PUBLISHING	128,935.57	$ 25,787.11
2967	CITY PUBLICATIONS	15,004.03	$ 3,000.81
5776	CITY VIEW PUBLISHING	4,989.81	$ 997.96
5877	COACHES AID LLC	4,794.33	$ 958.87
4787	COAST TO COAST NEWSSTAND	56,280.17	$ 11,256.03
6728	COASTAL BRIDES LLC	1,140.94	$ 228.19
2152	COLORADO DIV OF WILDLIFE	20,082.39	$ 4,016.48
6078	COOK COMMUNICATIONS MIN.	27,758.93	$ 5,551.79
6180	CUTTER COMMUNICATIONS	89.10	$ 17.82
4481	D MAGAZINE	28,881.90	$ 5,776.38

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Exhibit A
Anderson News, LLC
Recovery summary Spreadsheet

ND#	ND Name	Net AP Balance	Cash Settlement
3754	DEALS ON WHEELS	8,251.95	$ 1,650.39
4792	DIABLO PUBLISHING	351.77	$ 70.35
3293	DINING OUT, LLC	7,036.18	$ 1,407.24
1751	DISTICOR	662,334.57	$ 132,466.91
6843	DOG PUBLISHING	4,394.89	$ 878.98
1670	DOWNHOME PUBLICATONS	23,084.37	$ 4,616.87
5930	DREAM COMMUNICATIONS	2,436.42	$ 487.28
6551	EAST PORT PUBLISHING PARTNERS	7,070.08	$ 1,414.02
3503	FACILITY MERCHANDISING	79,589.20	$ 15,917.84
6431	FAIRWAYS & GREENS PUB	531.84	$ 106.37
6144	FISH ALASKA MAGAZINE	1,580.84	$ 316.17
3856	FLORIDA ARCHITECTURE, INC	543.20	$ 108.64
4056	FLORIDA GARDENING	8,167.00	$ 1,633.40
2295	FLORIDA TREND	1,270.10	$ 254.02
6821	GATOR COUNTRY MULTIMEDIA	2,064.25	$ 412.85
6529	GEORGIA MUSIC HALL OF FAME	80.02	$ 16.00
2226	GEORGIA OUTDOORS NEWS	20,902.14	$ 4,180.43
4444	GOLDENSEAL	2,408.15	$ 481.63
6228	GOOD OLD BOAT MAGAZINE	82.04	$ 16.41
1254	GOOD PRESS PUBLISHING	601.21	$ 120.24
6848	GRAND VALLEY MAGAZINE	1,353.09	$ 270.62
6381	GREEN CAR JOURNAL	190.13	$ 38.03
2537	GREGORY SNOW PUBLICATIONS	258.55	$ 51.71
4564	GROSS COMMUNICATIONS	718.89	$ 143.78
1985	GULF COAST OUTDOORS	1,151.74	$ 230.35
6706	GULFSTREAM COMMUNICATIONS	12,065.46	$ 2,413.09
2588	GULFSTREAM MEDIA GROUP	2,054.34	$ 410.87
6118	HAAS ROCK PUBLICATIONS	52.20	$ 10.44
1923	HAGERSTOWN ALMANAC	6,462.75	$ 1,292.55
5889	HARTLE MEDIA VENTURES	1,787.28	$ 357.46
1810	HAWAII FISHING NEWS	37,253.52	$ 7,450.70
6822	HAWAII MRS MAGAZINE INC	1,035.54	$ 207.11
1905	HAWAII WEDDINGS	22,619.59	$ 4,523.92
3245	HAWGS	6,727.02	$ 1,345.40
1808	HONOLULU	75.88	$ 15.18
6747	HOPE TODAY MAGAZINE	1,407.14	$ 281.43
6262	HORNS ILLUSTRATED	6,608.55	$ 1,321.71
6358	HSW COMMUNICATIONS INC	5,674.56	$ 1,134.91
1344	HUNTING LEASE	1,926.54	$ 385.31
4134	HUNTINGTON QUARTERLY	160.00	$ 32.00
6591	IN MAGAZINE	1,516.90	$ 303.38
6724	INDIAN RIVER MAG	3,253.60	$ 650.72
4689	INGRAM'S PUB - SHOW ME	2,217.71	$ 443.54
2544	INSIDE AUBURN TIGERS	6,486.05	$ 1,297.21
6817	IN-SIGHT MEDIA	325.85	$ 65.17
6818	INTER MEDIA PUB RELATIONS	254.47	$ 50.89
2566	J E S PUBLISHING INC	18,775.82	$ 3,755.16
2640	JOHN WILEY & SONS INC	157,858.55	$ 31,571.71
5825	KANSAS CITY STAR	7,927.68	$ 1,585.54
1403	KANSAS WILDLIFE	196.61	$ 39.32
6571	KNOXVILLE MAGAZINE,LLC	3,131.65	$ 626.33

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Exhibit A
Anderson News, LLC
Recovery summary Spreadsheet

ND#	ND Name	Net AP Balance	Cash Settlement
6482	LAKEWAY PUBLISHERS INC	1,329.75	$ 265.95
4742	LANDMARK	7,805.08	$ 1,561.02
3784	LATEST SCOOP	100.00	$ 20.00
2316	LEGACY COMMUNICATIONS	1,382.76	$ 276.55
1735	LEISURE PUBLISHING	3,525.37	$ 705.07
4141	LONG POINT MEDIA	313.68	$ 62.74
4195	LOUISIANA PUBLISHING	9,367.11	$ 1,873.42
4095	LOUISVILLE MAGAZINE	24,293.79	$ 4,858.76
6823	LUXURY MEDIA GROUP INC	4,805.52	$ 961.10
5781	MADDEN PUBLISHING	1,083.77	$ 216.75
6496	MADISON MAGAZINE	1,255.75	$ 251.15
3588	MAXIMUM PRESS	981.06	$ 196.21
6246	MELANIN, INC	1.58	$ 0.32
1843	MEMPHIS MAGAZINE (M&M CORP)	7,914.06	$ 1,582.81
6652	METRO LIFE MEDIA, INC	3,929.46	$ 785.89
6620	METRO MEDIA MARKETING	6.19	$ 1.24
1844	MIDSOUTH HUNTING & FISHING	2,732.40	$ 546.48
3880	MIDWEST OUTDOORS	2,631.87	$ 526.37
2195	MIDWEST TRUCK -CAR SALES	16,864.12	$ 3,372.82
5733	MILWAUKEE MAGAZINE	801.09	$ 160.22
6684	MINERVA MEDIA & PUBLISHING INC	986.82	$ 197.36
6845	MMA HAWAII	2,997.50	$ 599.50
2741	MODERN LUXURY, INC.	34,677.40	$ 6,935.48
6764	MOUNTAINEER PUBLISHING	628.09	$ 125.62
6518	MPG PUBLISHING GROUP	795.70	$ 159.14
6757	MY CITY EATS	128.37	$ 25.67
1240	NASHVILLE INTERIORS	4,869.30	$ 973.86
4639	NASHVILLE POST COMPANY, INC	334.13	$ 66.83
6415	NATIONAL BK NTWRK - MAGS	7,588.69	$ 1,517.74
6840	NATIONAL FIBROMYALGIA	10,061.44	$ 2,012.29
4105	NC SPORTSMAN	1,619.74	$ 323.95
1447	NEBRASKA LAND CALENDAR	5,894.79	$ 1,178.96
4688	NEBRASKA LIFE	6,453.26	$ 1,290.65
6322	NIKKI BEACH PUBLISHING	3,929.24	$ 785.85
4477	NORTH CENTRAL CIRCULATION	3,145.66	$ 629.13
1613	NORTHWEST PALATE MAG	59.38	$ 11.88
6866	NOT AT HOME PUBLISHING	4,491.00	$ 898.20
1405	OKLAHOMA TODAY	10,066.68	$ 2,013.34
4653	OMAHA MAGAZINE LLC	1,782.74	$ 356.55
5904	OPEN GATE MEDIA	562.91	$ 112.58
1616	OPEN SPACES PUB INC	465.07	$ 93.01
5827	OPERATION BASS, INC.	1.82	$ 0.36
3105	OREGON BUSINESS MAGAZINE	130.71	$ 26.14
1512	OREGON COAST MAGAZINE	787.38	$ 157.48
3319	OREGON HUNTERS ASSOC	692.74	$ 138.55
1888	PACIFIC MAGAZINE CORP	235.50	$ 47.10
1887	PACIFICA TRAVEL LOG	583.90	$ 116.78
6487	PALARI PUBLISHING	595.06	$ 119.01
6445	PAPILLON PUB INC	431.08	$ 86.22
3515	PARADISE PUBLISHING	741.31	$ 148.26
6515	PEWTER REPORT INC	1,477.89	$ 295.58

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Exhibit A
Anderson News, LLC
Recovery summary Spreadsheet

ND#	ND Name	Net AP Balance	Cash Settlement
5821	PIONEER COMMUNICATIONS, INC.	3,197.25	$ 639.45
6229	PiQ, LLC	9,428.36	$ 1,885.67
4572	PITTSBURGH MAGAZINE	2,134.55	$ 426.91
1805	PREP SPORTS RECRUITING	43.62	$ 8.72
6780	PRO MEDIA GROUP INC	1,201.60	$ 240.32
5850	PRO-AD SPORTS,INC.	2,420.32	$ 484.06
6197	PROKAY COMMUNICATINS	6,747.09	$ 1,349.42
5887	PRO-MOTION PUBLISHING, INC	14,633.71	$ 2,926.74
6260	RELEVANT MEDIA GROUP	14,337.62	$ 2,867.52
6740	RENAISSANCE PUBLISHING	1,241.70	$ 248.34
6791	RENISSANCE MEDIA GROUP	5,470.96	$ 1,094.19
6428	REPUBLIC MAGAZINES	3,486.15	$ 697.23
4358	RICHMOND MAGAZINE	43,475.70	$ 8,695.14
6861	ROCKY MOUNTAIN BRIDE, LLC	721.46	$ 144.29
2294	ROWLAND PUBLISHING	1,364.35	$ 272.87
6384	RWM	4,799.93	$ 959.99
2889	S I TRADER	25,336.77	$ 5,067.35
4793	SACRAMENTO MAGAZINE	1,822.53	$ 364.51
1410	SALT LAKE CITY MAG	17,626.31	$ 3,525.26
4801	SAN JOSE MAGAZINE	3,604.25	$ 720.85
1818	SANDHILLS PUBLISHING	109,251.65	$ 21,850.33
4664	SAVANNAH MAGAZINE	237.85	$ 47.57
4140	SCRIPPS SCHOOL-JOURNALISM	4,506.42	$ 901.28
6831	SECRET AGENT PUBLISHING	2,848.86	$ 569.77
6532	SMART MAGAZINE, LLC	1,009.58	$ 201.92
6613	SOUTH CAROLINA PUBLISHING	1,121.29	$ 224.26
5778	SOUTHERN HOME PUBLISHING	2,675.48	$ 535.10
1876	SPANISH PERIODICALS	657,909.60	$ 131,581.92
1776	SPORTS TIME PUB	14,351.73	$ 2,870.35
2476	SRQ MAGAZINE	1,518.00	$ 303.60
1504	ST LOUIS COMMERCE	645.00	$ 129.00
1492	ST. LOUIS MAG(HARTMAN PUB)	625.00	$ 125.00
4750	STRANG COMMUNICATIONS	3,888.62	$ 777.72
6666	STRIP LAS VEGAS LLC	12,617.31	$ 2,523.46
3867	SUPPLIER TO BE DETERMINED	440.20	$ 88.04
6718	TAHOE QUARTERLY	2,626.58	$ 525.32
2621	TAMPA BAY PUBLICATIONS	6,821.62	$ 1,364.32
3305	TENNESSEE VALLEY OUTDOORS	529.04	$ 105.81
4207	TEXAS BASKETBALL MAGAZINE	183.37	$ 36.67
4050	TEXAS FISH & GAME	22,881.96	$ 4,576.39
4097	TEXAS GARDENER	5,385.94	$ 1,077.19
4975	TEXAS MUSIC	1,351.82	$ 270.36
4167	TEXAS OBSERVER	234.70	$ 46.94
6650	TOP PAIR MAGAZINE	613.07	$ 122.61
3881	TRADIN POST	878.49	$ 175.70
1661	TRANSAMERICAN	376,374.72	$ 75,274.94
2706	TRIFARI MARKETING INC	15,511.04	$ 3,102.21
3030	TUCSON LIFESTYLES	5,451.60	$ 1,090.32
6318	TUSCALOOSA NEWS	1,435.68	$ 287.14
1745	UMI PUB.	135,846.88	$ 27,169.38
4160	UNIVERSITY OF TEXAS	321.50	$ 64.30

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Exhibit A
Anderson News, LLC
Recovery summary Spreadsheet

ND#	ND Name	Net AP Balance	Cash Settlement
1734	UNIVERSITY OF TN MAGAZINES	14,491.05	$ 2,898.21
3654	UP MEDIA GROUP INC	16,369.89	$ 3,273.98
2686	VESTED INTREST/ KY MONTHLY	12,063.31	$ 2,412.66
1969	VIRGINA DEER	1,203.56	$ 240.71
6453	VISTA GRAPHICS INC	5,507.80	$ 1,101.56
3982	WARNER DIRECT MARKETING	52,326.26	$ 10,465.25
1864	WARNER INTERNATIONAL	217,428.81	$ 43,485.76
2123	WASHINGTON LIFE	424.87	$ 84.97
4327	WASHINGTONIAN	432.16	$ 86.43
6256	WATSON PUBLICATIONS & PRO	4.50	$ 0.90
6672	WAVE SOUTH FLORIDA LLC	49.32	$ 9.86
1956	WHERE MAGAZINES	12,142.30	$ 2,428.46
3009	WHITAKER PUBLISHING	1,142.88	$ 228.58
3644	WHITE PUBLISHING	3,091.80	$ 618.36
4136	WV DEPT NATURAL RESOURCES	11,193.00	$ 2,238.60
3780	WYOMING WILDLIFE	83.25	$ 16.65
4456	YAP'S PUBLISHING	671.25	$ 134.25
		$ 4,040,018.15	$ 808,003.63

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IN-SIGHT MEDIA LLC
401 HILLYER HIGH RD
ANNISTON, AL 36207

UNIVERSITY OF TEXAS
MCDONALD OBSERVATORY
RLM 15.308
AUSTIN, TX 78712

LONG POINT MEDIA
2947 INTERSTATE PARKWAY
BRUNSWICK, OH 44212

BIZ CARDS TODAY
387 CODELL
LEXINGTON, KY 40509

TAMPA BAY BEST
5915 MEMORIAL HWY, STE K
Tampa, FL 33615

INTERMEDIA PUBLIC RELATIONS
PO BOX 2825
PEORIA, AZ 85380

SAVANNAH MAGAZINE
PO BOX 1088
SAVANNAH, GA 31402

TRANSOCEANIC MEDIA
P.O. BOX 913
HONOLULU, HI 96808

TEXAS OBSERVER
307 WEST 7TH STREET
AUSTIN, TX 78701

KANSAS WILDLIFE & PARKS
PRATT OPERATIONS OFFICE
RURAL ROUTE 2
PRATT, KS 67124

GREEN CAR JOURNAL
1241 JOHNSON AVE, #365
SAN LUIS OBISPO, CA 93401

TEXAS BASKETBALL MAGAZINE
12815 MEMORIAL DRIVE
HOUSTON, TX 77024-4809

ACTION MEDIA IN
8350 W. SAHARA AVENUE
SUITE 210
LAS VEGAS, NV 89113

HUNTINGTON QUARTERLY
P. O. BOX 384
HUNTINGTON, WV 25708-0384

OREGON BUSINESS MAGAZINE
610 SW BROADWAY
SUITE 200
PORTLAND, OR 97205

MY CITY EATS
2295 S. HIAWASSEE RD. #207
ORLANDO, FL 32835

AUSTIN WEDDINGDAY
P.O. BOX 151625
AUSTIN, TX 78715

THE LATEST SCOOP
PO BOX 7477
LOVELAND, CO 80537-0477

BIG BAINE PUBLISHING
P.O. BOX 9585
DOTHAN, AL 36304

CUTTER COMMUNICATIONS, INC.
1334 NE 2ND STREET
BEND, OR 97701

WYOMING WILDLIFE
C/O KENT NEWS AGENCY
P.O. BOX 1828
SCOTTS BLUFF, NE 69361

GOOD OLD BOAT MAGAZINE
1501 8TH AVE. N.W.
JAMESTOWN, ND 58401-2121

GEORGIA MUSIC HALL OF FAME
PO BOX 1073
MACON, GA 31202-1073

BONAD, INC.
2295 S. HIAWASSEE RD. #410
ORLANDO, FL 32835

HONOLULU
PO BOX 80
HONOLULU, HI 96810

BRIDE AND GROOM MAGAZINES
P.O. BOX 110918
CARROLLTON, TX 75011-0918

N W PALATE
P.O. BOX 10860
PORTLAND, OR 97296-0860

HAAS ROCK PUBLICATION
1713 WHISTLEPIG LN
BROOMFIELD, CO 80020

WAVE SOUTH FLORIDA LLC
80 SW 8TH ST. #2230
MIAMI, FL 33181

PREP SPORTS RECRUITING, INC.
P.O. BOX 380723
ATTN: FORREST DAVIS
BIRMINGHAM, AL 35238-0723

BROADREACH MEDIA, LLC
125 WEST MARKET STREET
INDIANAPOLIS, IN 46204

BIG STONE PUBLISHING
417 MAIN STREET UNIT N
CARBONDALE, CO 81623

BULL'S EYE LOTTERY BOOK
P.O. BOX 32722
DETROIT, MI 48232

METRO MEDIA MARKETING, INC.
8280 GREENSBOBO DR.
SUITE 800
MCLEAN, VA 22102

WATSON PUBLICATION & PRO
10540 PORTAL XING #105
BRADENTON, FL 34211-4913

OPERATION BASS, INC.
30 GAMBLE LANE
BENTON, KY 42025

MELANIN, INC
2100 SO. INDIANA AVE
SUITE 105
CHICAGO, IL 60616

[Joint letterhead of Northshore and Anderson News]

Dear Creditor:

Our records show that you are a creditor of Anderson News, LLC ("Anderson News") and are owed [$] (the "Claim Amount"). As you know, in February 2009, based upon events outside its control, Anderson News decided it was appropriate to conduct a liquidation of its business. We regret the inconvenience this may have caused you. To help address this, Anderson News' ultimate parent has formed a new affiliate, Northshore Capital, LLC ("Northshore"), to purchase claims against Anderson News. We have made numerous attempts to contact you, by mail and by telephone, to discuss your interest in selling your claim to Northshore. In anticipation of your decision to sell the claim, we enclose a check from Northshore with this letter for the pro-rata amount of the balance that Anderson News' records shows that it owes you. The claim settlement amount reflects the amount at which over 98% of Anderson's book suppliers have agreed to sell their claims to Northshore. You may accept this offer, as described below, or you may reject the offer by simply doing nothing.

You will see an endorsement legend on the back of the check reflecting your agreement to the terms in this letter. It recites the following: **Cashing this check transfers to Northshore Capital, LLC all rights, title and interest of the payee in any and all claims payee has against Anderson News, LLC, and incorporates by reference the terms of the transmittal letter for this check to which payee hereby agrees.**

Thus, by signing and negotiating the enclosed check, you acknowledge and agree as follows:

(i) that you are a creditor of Anderson News, LLC and are owed the amount recited above in the first sentence of this letter and defined as the Claim Amount;

(ii) that, other than the Claim Amount, neither you [nor any of your affiliates] are owed any additional sums by Anderson News nor have any claim or other right to payment from Anderson News;

(iii) that, in exchange for the amounts represented in the enclosed check, you irrevocably assign any and all claims you have against Anderson News to Northshore Capital, LLC, including but not limited to the right to assert claims for interest on the claim and the Claim Amount (the "Assigned Claim");

(iv) that you understand and agree that Northshore will pursue the Assigned Claim against Anderson News for its own benefit and that you will reasonably cooperate with Northshore in its efforts to maximize its recovery on the Assigned Claim;

(v) that, other than the Assigned Claim, you forever release any and all other claims you have or may have against Anderson News;

(vi) that the individual executing the enclosed check on your behalf is authorized to enter into and perform the agreements and understandings set forth in this letter;

(vii) that this letter agreement and any disputes between you and Anderson News or Northshore shall be decided and construed in accordance with the laws of Tennessee; and

(viii) that, in the event there is any controversy, dispute, or other disagreement concerning the meaning and legal impact of this letter, the assignment of the Assigned Claim, or other disputes between you and Anderson News or Northshore, such dispute will be irrevocably decided and determined through arbitration before a panel of arbitrators in accordance with the then current rules of the American Arbitration Association concerning resolution of commercial disputes.

We regret the inconvenience that our decision to conduct a liquidation may have caused and we appreciated the opportunity to do business with you. We hope that the enclosed check will help address both your heretofore unpaid claim and the inconvenience you have been caused.

Sincerely,

ANDERSON NEWS, LLC

_____

John W. Campbell, Vice President
jcampbell@andersonmediacorp.com
865-584-9765, ext 1322

NORTHSHORE CAPITAL, LLC

_____

Jay R. Maier, Vice President
jmaier@andersonmediacorp.com
865-584-9765, ext 1319

[Joint letterhead of Northshore and Anderson News]

Dear Creditor:

Our records show that you are a creditor of Anderson News, LLC ("Anderson News") and are owed [$] (the "Claim Amount"). As you know, in February 2009, based upon events outside its control, Anderson News decided it was appropriate to conduct a liquidation of its business. We regret the inconvenience this may have caused you. To help address this, Anderson News' ultimate parent has formed a new affiliate, Northshore Capital, LLC ("Northshore"), to purchase claims against Anderson News. We enclose a check from Northshore with this letter for the full amount that Anderson News' records shows that it owes you.

You will see an endorsement legend on the back of the check reflecting your agreement to the terms in this letter. It recites the following: **Cashing this check transfers to Northshore Capital, LLC all right title and interest of the payee in any and all claims payee has against Anderson News, LLC, and incorporates by reference the terms of the transmittal letter for this check to which payee hereby agrees.**

Thus, by signing and negotiating the enclosed check, you acknowledge and agree as follows:

(i) that you are a creditor of Anderson News, LLC and are owed the amount shown on the enclosed check and recited above in the first sentence of this letter and defined as the Claim Amount;

(ii) that, other than the Claim Amount, neither you [nor any of your affiliates] are owed any additional sums by Anderson News nor have any claim or other right to payment from Anderson News;

(iii) that, in exchange for the amounts represented in the enclosed check, you irrevocably assign any and all claims you have against Anderson News to Northshore Capital, LLC, including but not limited to the right to assert claims for interest on the claim and the Claim Amount (the "Assigned Claim");

(iv) that you understand and agree that Northshore will pursue the Assigned Claim against Anderson News for its own benefit and that you will reasonably cooperate with Northshore in its efforts to maximize its recovery on the Assigned Claim;

(v) that, other than the Assigned Claim, you forever release any and all other claims you have or may have against Anderson News;

(vi) that the individual executing the enclosed check on your behalf is authorized to enter into and perform the agreements and understandings set forth in this letter;

(vii) that this letter agreement and any disputes between you and Anderson News or Northshore shall be decided and construed in accordance with the laws of Tennessee; and

(viii) that, in the event there is any controversy, dispute, or other disagreement concerning the meaning and legal impact of this letter, the assignment of the Assigned Claim, or other disputes between you and Anderson News or Northshore, such dispute will be irrevocably decided and determined through arbitration before a panel of arbitrators in accordance with the then current rules of the American Arbitration Association concerning resolution of commercial disputes.

We regret the inconvenience that our decision to conduct a liquidation may have caused and we appreciated the opportunity to do business with you. We hope that the enclosed check will help address both your heretofore unpaid claim and the inconvenience you have been caused.

Sincerely,

[ ]

Summary of Book Publisher Claims Owed by Anderson News
Total Amount Owed by Anderson News: **$45,253,779.83**

Vendor ID	VENDOR NAME	Amount Owed by Anderson News*	Total Claim Amount Purchased by Northshore**	Northshore Purchase Price for Total Claim***
1696	RANDOM HOUSE	$12,919,250.19	$13,237,853.46	$3,509,965.64
1673	SIMON & SCHUSTER	$10,928,971.22	$11,064,172.00	$2,729,995.57
6715	HACHETTE BOOK GROUP	$6,679,762.41	$6,957,838.61	$1,996,101.14
2065	HARPER COLLINS PUBLISHERS	$5,740,325.73	$5,879,968.36	$1,464,988.78
1536	MPS	$4,216,357.37	$4,317,419.37	$1,042,025.71
3173	PERSEUS BOOK GROUP	$1,236,216.78	$1,299,270.86	$315,533.19
2012	THOMAS NELSON PUBLISHING	$611,008.77	$634,077.17	$141,595.51
2094	NATIONAL BOOK NETWORK, INC.	$356,053.93	$371,851.74	$81,591.56
2130	W.W. NORTON & CO., INC.	$285,015.85	$315,760.15	$71,926.30
1791	HOUGHTON MIFFLIN HARCOURT	$205,193.41	$221,651.28	$43,208.82
4093	AMERICAN GIRL PUBLISHING	$186,473.61	$196,085.49	$49,261.56
2134	WORKMAN PUBLISHING CO	$182,240.05	$185,669.09	$33,921.46
1533	STERLING PUBLISHING CO., INC.	$170,385.54	$171,136.54	$50,132.86
2640	JOHN WILEY & SONS	$151,727.72	$160,772.47	$10,318.27
2874	BAKER BOOK HOUSE	$138,624.80	$144,461.77	$27,976.96
1321	THE MCGRAW-HILL COMPANIES INC	$105,266.67	$108,517.67	$18,690.58
6852	ANDREWS & BLAINE	$107,464.13	$107,464.13	$34,541.55
6265	BENDON PUBLISHING INT'L	$96,608.07	$96,600.89	$17,415.60
2102	PEARSON EDUCATION	$70,165.98	$80,532.56	$10,165.59
2136	ZONDERVAN PUBLISHING HOUSE	$67,706.56	$71,199.71	$19,597.66
6604	GREENLEAF BOOK GROUP	$54,248.14	$56,672.81	$16,069.58
6836	M J F MEDIA	$50,741.12	$50,741.12	$15,895.65
4864	HAY HOUSE INC	$45,603.76	$48,225.87	$11,918.42
2030	BARRON'S EDUCATIONAL SERIES	$44,630.99	$45,088.76	$11,996.64
6606	INGRAM PUBLISHER SERVICES	$34,652.20	$37,188.20	$10,973.66
6704	COOKIE JAR PUBLISHING	$34,998.53	$35,421.87	$11,728.27
3355	DESERET BOOK COMPANY	$34,987.73	$35,066.77	$9,498.28
6670	BERKLINE PRESS	$31,106.27	$31,106.27	$10,352.48
1761	WHITMAN PUBLISHING, LLC.	$29,780.18	$29,905.06	$2,029.74

Summary of Book Publisher Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$45,253,779.83**

2806	ARCADIA PUBLISHING	$28,893.86	$29,243.68	$5,945.06
6078	COOK COMMUNICATIONS MIN.	$27,895.20	$27,758.93	$8,290.66
2072	HARCOURT BRACE JOVANOVICH INC	$23,069.69	$22,254.35	$4,675.44
6869	SPORTS WRITERS LLC	$20,466.00	$20,466.00	$6,811.29
2524	SOURCEBOOKS	$18,465.04	$18,744.33	$5,086.10
6552	MIDPOINT TRADE BOOKS	$16,867.06	$17,305.75	$5,330.87
3155	LANGENSCHEIDT PUBLISHERS INC	$16,095.14	$17,038.14	$5,670.46
1650	ST CLAIR ENTERTAINMENT	$16,141.44	$16,612.01	$5,528.64
1365	YALE UNIVERSITY PRESS	$16,341.94	$16,417.94	$4,772.44
2546	PETER PAUPER PRESS	$15,047.78	$15,047.78	$3,511.01
4881	IDEALS PUBLISHING CORP.	$13,362.00	$13,505.13	$3,849.22
3606	PENFIELD BOOKS	$13,378.74	$13,378.74	$2,392.25
6854	RAGGS, LLC	$12,148.34	$12,148.34	$2,395.62
4368	BROADMAN & HOLMAN	$10,999.70	$11,986.79	$2,948.83
4719	POSTERITY PRESS	$10,856.55	$11,779.35	$3,448.88
6052	PENTON OVERSEAS, INC.	$9,863.07	$10,219.97	$2,874.19
2815	PELICAN PUBLISHING CO	$9,871.88	$10,190.89	$2,636.00
6838	NEGOTIATION ADVICE INTERNATIONAL	$7,320.35	$9,116.75	$3,034.15
6630	RONNIE SELLERS - CALENDARS	$8,967.73	$8,967.73	$2,984.55
5825	KANSAS CITY STAR	$8,156.37	$8,156.37	$2,520.85
3471	TURNER PUBLISHING	$7,318.92	$7,438.77	$1,930.56
6648	STRANG COMMUNICATION BOOK	$6,892.07	$6,919.18	$2,298.28
4433	SEAGATE PUBLISHING COMPANY	$6,834.34	$6,834.34	$2,266.23
6253	I UNIVERSE	$6,481.76	$6,481.76	$1,544.69
2477	KLUTZ	$5,862.90	$5,892.25	$1,961.00
2091	MOTORBOOKS INTERNATIONAL	$5,401.97	$5,401.97	$1,691.03
6584	CLARK GROUP (THE)	$4,967.19	$4,967.19	$1,653.13
6374	FALCON PICTURE GROUP	$4,542.11	$4,542.11	$1,178.93
	NOT AT HOME PUBLISHING	$4,491.00	$4,491.00	$561.37
2108	QUAIL RIDGE PRESS	$4,162.92	$4,266.69	$1,420.00
2860	BELLEROPHON BOOKS	$4,139.79	$4,139.79	$1,273.97
1742	MOODY PRESS	$3,636.26	$4,054.48	$1,026.10
4885	ZAGAT SURVEY	$3,767.35	$3,979.32	$1,324.36
2340	UNIVERSITY OF CHICAGO PRESS	$3,937.70	$3,937.70	$1,310.51
6514	BLUE MOUNTAIN ARTS	$2,971.34	$3,365.09	$1,118.00
2695	BILINQUAL BOOKS, INC.	$3,270.94	$3,270.94	$591.63

Summary of Book Publisher Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$45,253,779.83**

5878	GOOD BOOKS	$3,270.08	$3,270.08	$827.95
2026	CRAYOLA, LLC.	$2,945.29	$2,945.29	$980.22
2595	FULCRUM PUBLISHING	$2,761.76	$2,761.76	$919.14
6590	ANTHEM PUBLISHING - BOOKS	$2,695.49	$2,695.49	$897.09
3424	GIBBS SMITH	$2,420.00	$2,517.30	$763.02
6120	STEPHENS PRESS LLC	$2,302.11	$2,302.11	$766.17
2587	CHARLESBRIDGE PUBLISHING	$2,036.68	$2,036.68	$583.77
6833	PATHWAY BOOK SERVICE	$1,782.03	$2,006.66	$667.84
3572	SCHOLASTIC LIBRARY	$1,901.02	$1,901.02	$344.19
2480	OXFORD UNIVERSITY PRESS	$1,839.87	$1,839.87	$496.13
3291	NAV PRESS	$1,804.36	$1,804.36	$600.51
3741	JUNIOR LEAGUE OF DENVER INC	$1,790.02	$1,790.02	$595.74
2473	EDUCATIONAL DEVELOPMENT CORP	$1,786.66	$1,786.66	$594.62
4668	INTERLINK	$1,543.60	$1,543.60	$455.58
6737	AUTHORHOUSE	$1,503.82	$1,503.82	$500.49
6809	SLACK INC	$1,404.16	$1,404.16	$579.32
6427	INNOVATIVE ALLIANCE (THE)	$1,313.73	$1,313.73	$437.22
1955	CEDAR FORT, INC	$1,279.98	$1,279.98	$928.08
4278	CHILD'S PLAY	$1,196.61	$1,196.61	$398.24
1873	BCI ECLIPSE COMPANY LLC	$1,138.29	$1,138.29	$378.83
4277	KANE MILLER BOOKS	$1,022.21	$1,022.21	$835.43
6383	GOODMAN ENTERPRISES	$1,009.13	$1,009.13	$335.85
6419	SCHOOL SPECIALTY CHILDREN	$1,003.52	$1,003.52	$892.30
3717	MACVAN PRODUCTIONS INC	$985.89	$985.89	$985.89
6644	PONDER HOUSE PRESS	$746.53	$825.21	$274.64
6480	RICHARD J. SANDERS M.D.	$816.11	$816.11	$816.11
4978	HEALTH SPAN COMMUNICATION	$743.64	$774.23	$774.23
5837	VENTURIST PUBLISHING	$693.35	$693.35	$693.35
3478	BARBOUR PUBLISHING INC.	$489.13	$664.10	$654.12
6252	GALLOPADE INTERNATIONAL	$657.96	$657.96	$657.96
6774	OMEGA PRESS	$647.22	$647.22	$647.22
4840	RESEARCH SERVICES	$637.30	$637.30	$212.10
5975	TWIN LIGHTS PUBLISHERS	$563.67	$612.19	$309.10

Summary of Book Publisher Claims Owed by Anderson News
Total Amount Owed by Anderson News: **$45,253,779.83**

6475	JOHN M. HARDY PUBLISHING	$578.34	$578.34	$192.48
2596	SCHIFFER PUBLISHING LTD	$574.77	$574.77	$424.83
2157	BRILLIANCE CORPORATION	$432.84	$551.55	$551.55
2825	UNIVERSITY PRESS OF KY	$539.10	$539.10	$539.10
2503	BOOK SALES, INC.	$502.62	$502.62	$167.28
3806	WORLD-WIDE RESEARCH AND	$473.03	$473.03	$473.03
3021	DATEWORKS	$447.63	$447.63	$447.63
2105	DOVER PUBLICATIONS	$405.24	$405.24	$405.24
6248	MACADAM/CAGE	$240.72	$398.16	$398.16
6720	TATE PUBLISHING	$384.83	$384.83	$384.83
2249	WIDE WORLD OF MAPS	$310.92	$310.92	$103.48
6329	NICKO SPORTS	$296.41	$296.41	$98.65
3165	ALBERT WHITMAN & COMPANY	$573.31	$294.80	$294.80
3579	PROMETHEUS BOOKS	$354.99	$238.21	$4.66
6499	PROFOUND IMPACT GROUP	$227.53	$227.53	$227.53
6434	QUILL DRIVER BOOKS	$177.18	$177.18	$177.18
5932	HIDDEN PICTURES	$75.00	$75.00	$75.00
	Total Amount Owed by Anderson News =	**$45,253,779.83**		$11,903,041.21
		*This amount does not include any amounts owed to the corresponding entity by Anderson Southwest	**The total claim amount for some claims purchased by Northshore include amounts due from Anderson News as well as Anderson Southwest.	***Claim purchase prices that are based on a percentage of an entity's claim are based on the total claim amount of that entity, including amounts owed by Anderson Southwest.

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, RANDOM HOUSE, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/17/09

RANDOM HOUSE, INC.

By: Anne G Davies

Title: Senior Vice President, Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17th day of July, 2009, before me, the subscriber, personally appeared Anne Davis, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the SVP, Chief Financial Officer of Bandon Hosp, Inc., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Matthew E. Martin
Notary Public

MATTHEW E. MARTIN
Notary Public, State of New York
No. [illegible]
Qualified in New York County
Commission Expires Aug. 28, 2010

BB&T

BB&T Wire Transfer Operations 07/24/2009

2740501
NORTHSHORE CAPITAL LLC
6016 BROOKVALE LN STE 151
KNOXVILLE TN 37919-4003

We have completed this wire transfer request. Your BB&T account has been debited for the net amount shown below.

****

TRN DATE 20090724 TRN NUM 00005806

AMOUNT 3,509,965.64 ACCOUNT # DDA - 0000116910756
REFERENCE #
DATE 07/24/2009
TIME 14:51:49

ORIGINATOR

BENEFICIARY BANK MELLON BANK, N. A.
BENEFICIARY BANK # 043000261

BENEFICIARY NAME RANDOM HOUSE INC.
BENEFICIARY ACCOUNT 0915972

ORIGINATOR TO BENE INFO SETTLEMENT AGREEMENT FROM ANDERSON NEWS, LLC.

ORIGINATING BANK INFORMATION

****

Thank you for banking at BB&T. If you have any questions concerning this wire transfer, please call your local branch.

Scanned: 6/10/2010-2:38:16 PM

DATE: 24-Jul-09

FROM: Valerie Atkins

RE: Northshore Capital, LLC
DISBURSEMENT REQUEST

CHECK _____

WIRE X

TRNSFR _____ IntraBank Transfer

Amount: **3,509,965.64**

Requested By: See attached

Approved By: Jay Maier

Wire/ACH Initiated By: Valerie Atkins

Wire Verified By:

ACH Batch/Wire Sequence #

Payable To: **Random House Inc.**
Address: **1745 Broadway**
City, State: **New York, NY 10019**
Attention:

Receiving Bank: **BNY Mellon**
Account Name **500 Ross Street**
Pittsburgh, PA 15262

Account # **091-5972**
ABA Routing #: **043000261**

Sending Bank: **BB&T**
Accout Name: **Northshore Capital, LLC**
Account #: **00 00 116 910 756**
ABA Routing #: **064 208 165**

Reference **Anderson News, LLC**
Settlement Agreement

If individual, please supply Social Security Number: #
(W-9 must be attached)

Disposition of Check:

_____ Return To: _____ (Name)

_____ Mail To Payee By: _____ (Date)

_____ Other: _____

Date To Be Released: _____ (Date)

Attachments with Check?

Yes _____ No _____

(FOR ACCOUNTS PAYABLE USE ONLY)

Vendor # _____ Wire/ACH/Check # _____

Date Issued: _____

Charge Account #: _____ Amount: $ _____

Charge Account #: _____ Amount: _____

Charge Account #: _____ Amount: _____

Charge Account #: _____ Amount: _____

Total Check Amt: $ _____

Scanned: 6/10/2010-2:38:16 PM

CMOL Event Notification
CashManager OnLine (sm) to: vatkins 07/24/2009 02:48 PM

The following Wire Transfer transaction, that meets or exceeds your notification threshold, has been approved and released: 3,509,965.64.

Please do not reply to this email.

To view detailed information or take appropriate action for this notification, please logon to CashManager OnLine. To contact us, please call BB&T Treasury Management Client Support at 1-800-774-8179. Select options 1,1 and then make the appropriate selection.

Member FDIC

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, SIMON & SCHUSTER, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/17/09

SIMON & SCHUSTER, INC.

By: [illegible]

Title: C.F.O.

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this 17 day of July, 2009, before me, the subscriber, personally appeared David England, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of Simon & Schuster, Inc and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Elise M. Rivlin
Notary Public

Elise M. Rivlin
Notary Public, State of New York
No. 02R16158923
Qualified in Queens County
Commission Expires April 2, 2011

BB&T

BB&T Wire Transfer Operations 07/24/2009

2740501
NORTHSHORE CAPITAL LLC
6016 BROOKVALE LN STE 151
KNOXVILLE TN 37919-4003

We have completed this wire transfer request. Your BB&T account has been debited for the net amount shown below.

****

TRN DATE 20090724 TRN NUM 00005810

AMOUNT 2,729,995.57 ACCOUNT # DDA - 0000116910756
REFERENCE #
DATE 07/24/2009
TIME 14:51:54

ORIGINATOR

BENEFICIARY BANK JPMORGAN CHASE BANK, NATIONAL
BENEFICIARY BANK #

BENEFICIARY NAME SIMON & SCHUSTER, INC.
BENEFICIARY ACCOUNT 323859402

ORIGINATOR TO BENE INFO SETTLEMENT AGREEMENT FROM ANDERSON NEWS, LLC

ORIGINATING BANK INFORMATION

****

Thank you for banking at BB&T. If you have any questions concerning this wire transfer, please call your local branch.

DATE: 24-Jul-09

FROM: Valerie Atkins

RE: Northshore Capital, LLC
DISBURSEMENT REQUEST

CHECK _____

WIRE X

TRNSFR _____ IntraBank Transfer

Amount: **2,729,995.57**

Requested By: See attached

Approved By: Jay Maier

Wire/ACH Initiated By: Valerie Atkins

Wire Verified By:

ACH Batch/Wire Sequence #

Payable To: **Simon & Schuster, Inc.**
Address: **1230 Avenue of the Americas**
City, State: **New York, NY 10020**
Attention:

Receiving Bank: **The Chase Manhattan Bank, NA**
Account Name **One Chase Plaza**
New York, NY 10081

Account # **323-859402**
ABA Routing #: **021-000-021**

Sending Bank: **BB&T**
Accout Name: **Northshore Capital, LLC**
Account #: **00 00 116 910 756**
ABA Routing #: **064 208 165**

Reference **Anderson News, LLC**
Settlement Agreement

If individual, please supply Social Security Number: #
(W-9 must be attached)

Disposition of Check:

_____ Return To: _____ (Name)

_____ Mail To Payee By: _____ (Date)

_____ Other: _____

Date To Be Released: _____ (Date)

Attachments with Check?

Yes _____ No _____

(FOR ACCOUNTS PAYABLE USE ONLY)

Vendor # _____ Wire/ACH/Check # _____

Date Issued: _____

Charge Account #: _____ Amount: $ _____

Charge Account #: _____ Amount: _____

Charge Account #: _____ Amount: _____

Charge Account #: _____ Amount: _____

Total Check Amt: $ _____

Scanned: 6/10/2010-2:38:20 PM

CMOL Event Notification
CashManager OnLine (sm) to: vatkins 07/24/2009 02:48 PM

The following Wire Transfer transaction, that meets or exceeds your notification threshold, has been approved and released: 2,729,995.57.

Please do not reply to this email.

To view detailed information or take appropriate action for this notification, please logon to CashManager OnLine. To contact us, please call BB&T Treasury Management Client Support at 1-800-774-8179. Select options 1,1 and then make the appropriate selection.

Member FDIC

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, HACHETTE BOOK GROUP, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/21/09

HACHETTE BOOK GROUP, INC.

By: Edward A. Weary

Title: Exec. VP & CFO

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 21 day of July, 2009, before me, the subscriber, personally appeared Tom Maciag, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Exec VP + CEO of Hachette Book Group and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Carol Fein Ross
Notary Public

CAROL FEIN ROSS
Notary Public, State of New York
No. 02RO4[illegible]
Qualified in Westchester County
Commission Expires Sept. 30, 2009

BB&T

BB&T Wire Transfer Operations 07/24/2009

2740501
NORTHSHORE CAPITAL LLC
6016 BROOKVALE LN STE 151
KNOXVILLE TN 37919-4003

We have completed this wire transfer request. Your BB&T account has been debited for the net amount shown below.

****

TRN DATE 20090724 TRN NUM 00005809

AMOUNT 1,996,101.14 ACCOUNT # DDA - 0000116910756
REFERENCE #
DATE 07/24/2009
TIME 14:51:53

ORIGINATOR

BENEFICIARY BANK CITIBANK, N.A.
BENEFICIARY BANK #

BENEFICIARY NAME HACHETTE BOOK GROUP, INC.
BENEFICIARY ACCOUNT 30646814

ORIGINATOR TO BENE INFO SETTLEMENT AGREEMENT FROM ANDERSON NEWS, LLC.

ORIGINATING BANK INFORMATION

****

Thank you for banking at BB&T. If you have any questions concerning this wire transfer, please call your local branch.

DATE: 24-Jul-09

FROM: Valerie Atkins

RE: Northshore Capital, LLC
DISBURSEMENT REQUEST

CHECK _____

WIRE X

TRNSFR _____ IntraBank Transfer

Amount: 1,996,101.14

Requested By: See attached

Approved By: Jay Maier

Wire/ACH Initiated By: Valerie Atkins

Wire Verified By:

ACH Batch/Wire Sequence #

Payable To: Hachette Book Group, Inc.
Address: 237 Park Avenue
City, State: New York, NY 10017
Attention:

Receiving Bank: Citibank N.A.
Account Name One Penn's Way
New Castle, DE 19720

Account # 30646814
ABA Routing #: 021000089

Sending Bank: BB&T
Accout Name: Northshore Capital, LLC
Account #: 00 00 116 910 756
ABA Routing #: 064 208 165

Reference Anderson News, LLC
Settlement Agreement

If individual, please supply Social Security Number: #
(W-9 must be attached)

Disposition of Check:

_____ Return To: _____ (Name)

_____ Mail To Payee By: _____ (Date)

_____ Other: _____

Date To Be Released: _____ (Date)

Attachments with Check?

Yes _____ No _____

(FOR ACCOUNTS PAYABLE USE ONLY)

Vendor # _____ Wire/ACH/Check # _____

Date Issued: _____

Charge Account #: _____ Amount: $ _____

Charge Account #: _____ Amount: _____

Charge Account #: _____ Amount: _____

Charge Account #: _____ Amount: _____

Total Check Amt: $ _____

Scanned: 6/10/2010-2:38:23 PM

CMOL Event Notification
CashManager OnLine (sm) to: vatkins 07/24/2009 02:48 PM

The following Wire Transfer transaction, that meets or exceeds your notification threshold, has been approved and released: 1,996,101.14.

Please do not reply to this email.

To view detailed information or take appropriate action for this notification, please logon to CashManager OnLine. To contact us, please call BB&T Treasury Management Client Support at 1-800-774-8179. Select options 1,1 and then make the appropriate selection.

Member FDIC

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, HARPERCOLLINS PUBLISHERS LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, Assignor and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 7/20/09

HARPERCOLLINS PUBLISHERS LLC

By: [signature]

Title: CFO Harper Collins

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) ss.:

BE IT REMEMBERED, that on this 7th day of July, 2009, before me, the subscriber, personally appeared Janet Gervasio, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of HarperCollins Publishers and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

BETH SILPIN
Notary Public, State of New York
No. 02SI6079133
Qualified in New York County
Commission Expires October 30, 2010

Notary Public

BB&T

BB&T Wire Transfer Operations 07/24/2009

2740501
NORTHSHORE CAPITAL LLC
6016 BROOKVALE LN STE 151
KNOXVILLE TN 37919-4003

We have completed this wire transfer request. Your BB&T account has been debited for the net amount shown below.

****

TRN DATE 20090724 TRN NUM 00005808

AMOUNT 1,464,988.78 ACCOUNT # DDA - 0000116910756
REFERENCE #
DATE 07/24/2009
TIME 14:51:52

ORIGINATOR

BENEFICIARY BANK MELLON BANK, N. A.
BENEFICIARY BANK # 043000261

BENEFICIARY NAME HARPERCOLLINS PUBLISHERS
BENEFICIARY ACCOUNT 0148144

ORIGINATOR TO BENE INFO SETTLEMENT AGREEMENT FROM ANDERSON NEWS, LLC.

ORIGINATING BANK INFORMATION

****

Thank you for banking at BB&T. If you have any questions concerning this wire transfer, please call your local branch.

DATE: 24-Jul-09

FROM: Valerie Atkins

RE: Northshore Capital, LLC
DISBURSEMENT REQUEST

CHECK _____

WIRE X

TRNSFR _____ IntraBank Transfer

Amount: **1,464,988.78**

Payable To: **HarperCollins Publishers**
Address: **10 East 53rd Street**
City, State: **New York, NY 10022**
Attention:

Receiving Bank: **Mellon Bank**
Account Name **500 Ross Street**
Pittsburgh, PA 15251

Account # **014-8144**
ABA Routing #: **043000261**

Sending Bank: **BB&T**
Accout Name: **Northshore Capital, LLC**
Account #: **00 00 116 910 756**
ABA Routing #: **064 208 165**

Reference **Anderson News, LLC**
Settlement Agreement

Requested By: See attached

Approved By: Jay Maier

Wire/ACH Initiated By: Valerie Atkins

Wire Verified By:

ACH Batch/Wire Sequence #

If individual, please supply Social Security Number: #
(W-9 must be attached)

Disposition of Check:

_____ Return To: _____ (Name)

_____ Mail To Payee By: _____ (Date)

_____ Other: _____

Date To Be Released: _____ (Date)

Attachments with Check?

Yes _____ No _____

(FOR ACCOUNTS PAYABLE USE ONLY)

Vendor # _____ Wire/ACH/Check # _____

Charge Account #: _____

Charge Account #: _____

Charge Account #: _____

Charge Account #: _____

Date Issued: _____

Amount: $ _____

Amount: _____

Amount: _____

Amount: _____

Total Check Amt: $ _____

Scanned: 6/10/2010-2:38:26 PM

CMOL Event Notification
CashManager OnLine (sm) to: vatkins 07/24/2009 02:49 PM

The following Wire Transfer transaction, that meets or exceeds your notification threshold, has been approved and released: 1,464,988.78.

Please do not reply to this email.

To view detailed information or take appropriate action for this notification, please logon to CashManager OnLine. To contact us, please call BB&T Treasury Management Client Support at 1-800-774-8179. Select options 1,1 and then make the appropriate selection.

Member FDIC

5

Rec'd 8/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Holtzbrinck Publishers, LLC d/b/a MPS ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 20, 2009

Holtzbrinck Publishers, LLC

By: [signature]

Title: SVP/COO

Peter G. Garabedian

ACKNOWLEDGMENT

STATE OF N.Y)
) ss.:
COUNTY OF N.Y)

BE IT REMEMBERED, that on this 20th day of August, 2009, before me, the subscriber, personally appeared Peter Sarabedian, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the SVP/COO of Holtzbrinck Publishers, LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Renee L LaTouche
Notary Public

RENEE L. LaTOUCHE
Notary Public, State of New York
No. 41-4862968
Qualified in Nassau County
Commission Expires 8/11/10

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
5	ASSIGNMENT OF CLAIM	8/21/09			1042025.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1020	MPS		1042025.71

BB&T
87-816/642

NC 1020

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 1042025.71

Memo:

PAY TO THE ORDER One Million Forty-Two Thousand Twenty-Five and 71/100 Dollars

MPS
PO BOX 930668
ATLANTA, GA 31193-0668

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001020⑈ ⑆064208165⑆0000116910756⑈

NC 1020

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
5	ASSIGNMENT OF CLAIM	8/21/09			1042025.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1020	MPS		1042025.71

(6)

Rec'd 8/26/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, PERSEUS DISTRIBUTION, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 26, 2009

PERSEUS DISTRIBUTION, INC.

By: [signature]

Title: CEO

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF New York)

BE IT REMEMBERED, that on this 26th day of August, 2009, before me, the subscriber, personally appeared Biagio Vignolo, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Chief Financial Officer of Perseus Distribution, Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

DAVID F. DiROMA
Notary Public, State of New York
No. 01DI4713648
Qualified in Suffolk County
Commission Expires November 30, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
6	ASSIGNMENT OF CLAIM	8/27/09			315533.19

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 27, 2009	1033	PERSEUS DISTRIBUTION, INC		315533.19

BB&T
87-816/642

NC 1033

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 27, 2009

AMOUNT
$ 315533.19

Memo:

PAY TO THE ORDER Three Hundred Fifteen Thousand Five Hundred Thirty-Three and 19/100 Dollars

PERSEUS DISTRIBUTION, INC
1700 4TH ST
BERKELEY, CA 94710

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001033⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1033

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
6	ASSIGNMENT OF CLAIM	8/27/09			315533.19

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 27, 2009	1033	PERSEUS DISTRIBUTION, INC		315533.19

Nc'd 8/14/09

7

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Thomas Nelson, Inc (Publishing) ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Aug. 13, 2009

Thomas Nelson, Inc. (Publishing)

By: [signature]

Title: VP and General Counsel

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

BE IT REMEMBERED, that on this 13 day of August, 2009, before me, the subscriber, personally appeared F.M. Wentworth, Jr., who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the V.P. & Gen. Counsel of Thomas Nelson, Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Donna Ledbetter
Notary Public
Comm. Exp. 5/4/13

DONNA LEDBETTER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$11,918.42
DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,973.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7	SETTLEMENT	8/14/09			141595.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 14, 2009	1008	THOMAS NELSON PUBLISHING, INC		141595.51

BB&T
87-816/842

NC 1008

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 14, 2009

AMOUNT
$ 141595.51

Memo:

PAY TO THE ORDER OF One Hundred Forty-One Thousand Five Hundred Ninety-Five and 51/100 Dollars

THOMAS NELSON PUBLISHING, INC
501 NELSON PLACE
NASHVILLE, TN 37214

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

MP

⑈001008⑈ ⑆064208165⑆0000116910756⑈

NC 1008

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7	SETTLEMENT	8/14/09			141595.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 14, 2009	1008	THOMAS NELSON PUBLISHING, INC		141595.51

8

rec'd 8/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, National Book Network, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/19/09

By: Jeff Harris

Title: Vice President, Finance

ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.:
COUNTY OF Franklin)

BE IT REMEMBERED, that on this 19 day of August, 2009, before me, the subscriber, personally appeared Jeff Harris, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Vice President of Finance of National Book Network, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Lori K. Bowders
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lori K. Bowders, Notary Public
Washington Twp., Franklin County
My Commission Expires April 25, 2013

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
8	ASSIGNMENT OF CLAIM	8/21/09			81591.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1021	NATIONAL BOOK NETWORK, INC		81591.56

BB&T
87-816/642

NC 1021

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 81591.56

Memo:

PAY TO THE ORDER Eighty-One Thousand Five Hundred Ninety-One and 56/100 Dollars

NATIONAL BOOK NETWORK, INC
PO BOX 62188
BALTIMORE, MD 21264-2188

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001021⑈ ⑆064208165⑆0000116910756⑈

NC 1021

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
8	ASSIGNMENT OF CLAIM	8/21/09			81591.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1021	NATIONAL BOOK NETWORK, INC		81591.56

9

12/18/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, W.W..Norton & Company ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: December 18, 2009

By: Katherine Pinto

Title: Credit Manager

ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss.:
COUNTY OF Lackawanna)

BE IT REMEMBERED, that on this 18 day of December, 2009, before me, the subscriber, personally appeared Katherine Pinto, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Credit Manager of W.W. Norton & Co., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

NOTARIAL SEAL
Michael E. Chamberlaky, NOTARY PUBLIC
Throop Boro, Lackawanna County
My Commission Expires May 9, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
9	ASSIGNMENT OF CLAIM	12/21/09			71926.30

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1241	W.W. NORTON & CO., INC.		71926.30

BB&T
87-816/642

NC 1241

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 71926.30

Memo:

PAY THE ORDER OF: Seventy-One Thousand Nine Hundred Twenty-Six and 30/100 Dollars

W.W. NORTON & CO., INC.
BOX 2626
P.O. BOX 8500
PHILADELPHIA, PA 19178-2626

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001241⑈ ⑆064208165⑆00001169107 56⑈

NC 1241

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
9	ASSIGNMENT OF CLAIM	12/21/09			71926.30

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1241	W.W. NORTON & CO., INC.		71926.30

NORTHSHORE CAPITAL, LLC

NC 1358

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12	DUE TO/(FROM) ANDERSON NEWS	12/23/09			43208.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1358	HOUGHTON MIFFLIN HARCOURT		43208.82

BB&T
87-816/642

NC 1358

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 43208.82

Memo:

PAY Forty-Three Thousand Two Hundred Eight and 82/100 Dollars
TO THE ORDER OF:

HOUGHTON MIFFLIN HARCOURT
14046 COLLECTIONS CENTER DRIVE
CHICAGO,, IL 60693

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001358⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1358

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12	DUE TO/(FROM) ANDERSON NEWS	12/23/09			43208.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1358	HOUGHTON MIFFLIN HARCOURT		43208.82

12

NC 1358

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 43208.82

Memo:

PAY TO THE ORDER OF: Forty-Three Thousand Two Hundred Eight and 82/100 Dollars

HOUGHTON MIFFLIN HARCOURT
14066 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001358⑈ ⑆064208165⑆0000014691075 6⑈

BANK OF AMERICA
ON ENTER ACCT
DACE ENG GTO
211110025

11

rec'd 11/9/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, American Girl Publishing, Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/5/09

American Girl Publishing, Inc.

By: William J. McAleer

Title: VP Finance

ACKNOWLEDGMENT

STATE OF Ohio)
) ss.:
COUNTY OF Dane)

BE IT REMEMBERED, that on this 5th day of Nov., 2009, before me, the subscriber, personally appeared William J. McAleer who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Vice President of American Girl Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Suzanne P. Patterson
Notary Public
My commission expires 2-7-10.

SUZANNE P. PATTERSON
NOTARY
PUBLIC
STATE OF WISCONSIN

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
11	ASSIGNMENT OF CLAIM	11/11/09			49261.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 11, 2009	1062	AMERICAN GIRL PUBLISHING, INC.		49261.56

BB&T
87-816/642

NC 1062

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 11, 2009

AMOUNT
$ 49261.56

Memo:

PAY Forty-Nine Thousand Two Hundred Sixty-One and 56/100 Dollars
THE
ORDER
OF: AMERICAN GIRL PUBLISHING, INC.
8400 FAIRWAY PLACE
MIDDLETON, WI 53562

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001062⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1062

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
11	ASSIGNMENT OF CLAIM	11/11/09			49261.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 11, 2009	1062	AMERICAN GIRL PUBLISHING, INC.		49261.56

15

rec'd 8/19/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Workman Publishing Co. Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8-17-09

By: Philip C. Gerace

Title: Director of Credit

Workman Publishing Co. Inc.

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF Kings)

BE IT REMEMBERED, that on this 17 day of August, 2009, before me, the subscriber, personally appeared Philip C. Gerace, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Director of Credit of Workman Publishing Co. Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Dawn D Chavis
Notary Public

D WN D. CHAVIS
Notary Public, State Of New York
No. 01CH6049296
Qualified In Kings County
Commission Expires October 10, 2010

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$11,918.42
DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,973.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15	ASSIGNMENT OF CLAIM	8/19/09			33921.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 19, 2009	1017	WORKMAN PUBLISHING COMPANY		33921.46

BB&T
87-816/642

NC 1017

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 19, 2009

AMOUNT
$ 33921.46

Memo:

PAY TO THE ORDER Thirty-Three Thousand Nine Hundred Twenty-One and 46/100 Dollars

WORKMAN PUBLISHING COMPANY
225 VARICK STREET
NEW YORK, NY 10014-4381

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001017⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1017

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15	ASSIGNMENT OF CLAIM	8/19/09			33921.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 19, 2009	1017	WORKMAN PUBLISHING COMPANY		33921.46

10

rec'd 8/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Sterling Publishing Co., Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: AUGUST 17, 2009

Sterling Publishing Company, Inc.

By: James A Bergman

Title: VP – Finance & Operations

ACKNOWLEDGMENT

STATE OF New Jersey)
) ss.:
COUNTY OF Middlesex)

BE IT REMEMBERED, that on this 17 day of August, 2009, before me, the subscriber, personally appeared James A. Benjamin, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the VP – Finance & Operations of Sterling Publishing Co., Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

8/17/09

Notary Public

DEBRA L. FANUCCI
Notary Public of New Jersey
Commission Expires Sep 28, 2011

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
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STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
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WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
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ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
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ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
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DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,973.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
10	ASSIGNMENT OF CLAIM	8/21/09			50132.86

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1024	STERLING PUBLISHING CO, INC		50132.86

BB&T
87-816/642

NC 1024

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 50132.86

Memo:

PAY TO THE ORDER Fifty Thousand One Hundred Thirty-Two and 86/100 Dollars

STERLING PUBLISHING CO, INC
PO BOX 5078
NEW YORK, NY 10087-5078

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001024⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1024

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
10	ASSIGNMENT OF CLAIM	8/21/09			50132.86

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1024	STERLING PUBLISHING CO, INC		50132.86

(34)

Rec'd 8/25/09
#10,318,27

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, JOHN WILEY AND SONS, INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 23, 2009

John Wiley and Sons, Inc.

By: Kevin Glennon KEVIN GLENNON

Title: Associate Director, Credit & Collections

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF SOMERSET) ss.:

BE IT REMEMBERED, that on this 13RD day of AUGUST, 2009, before me, the subscriber, personally appeared KEVIN GLENNON, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the ASSOCIATE DIRECTOR, CREDIT & COLLECTIONS of JOHN WILEY & SONS, INC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

Concetta M. Gauthier
Notary Public of New Jersey
My Commission Expires Feb. 15, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
34	ASSIGNMENT OF CLAIM	8/26/09			10318.27

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 26, 2009	1028	JOHN WILEY AND SONS, INC		10318.27

NC 1028

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 26, 2009

AMOUNT
$ 10318.27

Memo:

PAY THE ORDER OF: Ten Thousand Three Hundred Eighteen and 27/100 Dollars

JOHN WILEY AND SONS, INC
1 WILEY DRIVE
SOMERSET, NJ 08875-1272

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001028⑈ ⑆064208165⑆0000116910755⑈

NC 1028

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
34	ASSIGNMENT OF CLAIM	8/26/09			10318.27

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 26, 2009	1028	JOHN WILEY AND SONS, INC		10318.27

(16) Rec'd 8/6/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Baker-Book House ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 4, 2009

Wesley Brower

By: WESLEY BROWER

Title: TREASURER

ACKNOWLEDGMENT

STATE OF Michigan)
) ss.:
COUNTY OF Kent)

BE IT REMEMBERED, that on this 4th day of August, 2009, before me, the subscriber, personally appeared Wesley Brower, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Treasurer of Baker Book House, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

JOANNE ADAMA
NOTARY PUBLIC – STATE OF MICHIGAN
COUNTY OF KENT
MY COMMISSION EXPIRES 06/29/2011
Acting in the County of Kent

Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
081009	SETTLEMENT	8/10/09		16	27976.96

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 10, 2009	1005	BAKER BOOK HOUSE		27976.96

NC 1005

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 10, 2009

AMOUNT
$ 27976.96

Memo:

PAY TO THE ORDER Twenty-Seven Thousand Nine Hundred Seventy-Six and 96/100 Dollars

BAKER BOOK HOUSE
PO BOX 6287
GRAND RAPIDS, MI 49516

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001005⑈ ⑆064208165⑆00001169107561⑈

NC 1005

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
081009	SETTLEMENT	8/10/09			27976.96

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 10, 2009	1005	BAKER BOOK HOUSE		27976.96

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

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07105

18

Rec'd 9/24/09
18,960.58

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, McGraw-Hill Companies ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: September 22, 2009

By: William Brousseau

Title: Director, Credit and Collections

ACKNOWLEDGMENT

STATE OF New Jersey)
) ss.:
COUNTY OF Mercer)

BE IT REMEMBERED, that on this 22nd day of September, 2009, before me, the subscriber, personally appeared William Brousseau, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Director of Credit & Collections, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Margaret E Dunn
Notary Public

MARGARET E. DUNN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/29/2013

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
18	ASSIGNMENT OF CLAIM	9/24/09			18690.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 24, 2009	1052	MCGRAW-HILL COMPANIES		18690.58

BB&T
87-816/642

NC 1052

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 24, 2009

AMOUNT
$ 18690.58

Memo:

PAY TO THE ORDER OF Eighteen Thousand Six Hundred Ninety and 58/100 Dollars

MCGRAW-HILL COMPANIES
P.O. BOX 7247-7020
PHILADELPHIA, PA 19170

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001052⑈ ⑆064208165⑆0000116910756⑈

NC 1052

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
18	ASSIGNMENT OF CLAIM	9/24/09			18690.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 24, 2009	1052	MCGRAW-HILL COMPANIES		18690.58

(14)

Rec'd 8/9/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Andrews + Blaine Ltd, LLC of Destin, FL 32541 ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 4/6/09

ANDREWS + BLAINE LTD
DESTIN, FL 32541

By: [signature]

Title: MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 6 day of AUGUST, 2009, before me, the subscriber, personally appeared FRANK B BLAKE, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the MANAGING MEMBER of ANDREWS BLAKE LTD, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Eileen K Traynor
Notary Public

NOTARY PUBLIC - STATE OF FLORIDA
Eileen K. Traynor
Commission # DD622487
Expires: DEC. 14, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A

Recovery Summary Spreadsheet

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.57	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$11,918.42
DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,973.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

Recovery Summary Spreadsheet

SPORTS WRITERS LLC	$20,466.00		$6,811.29
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$5,945.06
LANGENSCHEIDT	$17,038.14		$5,670.46
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$5,621.93
ST.CLAIR	$16,612.01		$5,528.64
MIDPOINT TRADE BOOKS	$17,305.75	$1,287.99	$5,330.87
SOURCE BOOKS	$18,744.33	$3,462.02	$5,086.10
YALE UNIVERSITY PRESS	$16,417.94	$2,078.10	$4,772.44
HARCOURT BRACE & CO	$22,254.35	$8,205.97	$4,675.44
IDEALS PUBLISCATIONS/GUID	$13,505.13	$1,937.80	$3,849.72
PETER PAUPER PRESS INC	$15,047.78	$4,498.18	$3,511.01
POSTERITY PRESS	$11,779.35	$1,416.43	$3,448.88
NEGOTIATION ADVICE INTERNATIONAL	$9,116.75		$3,034.15
RONNIE SELLERS-CALENDARS	$8,967.73		$2,984.55
BROADMAN & HOLMAN PUBLISH	$11,986.79	$3,126.38	$2,948.83
PENTON OVERSEAS, INC.	$10,219.97	$1,583.83	$2,874.19
PELICAN PUBLISHING CO INC	$10,190.89	$2,270.44	$2,636.00
KANSAS CITY STAR	$8,156.37	$581.92	$2,520.85
RAGGS, LLC	$12,148.34	$4,950.19	$2,395.62
PENFIELD BOOKS	$13,378.74	$6,190.71	$2,392.25
AMERICAN BOOK CO 30PER CP	$8,254.85	$1,083.40	$2,386.73
STRANG COMMUNICATION BOOK	$6,919.18	$13.49	$2,298.28
GALAXY PRESS	$11,595.49	$4,690.22	$2,298.14
SEAGATE PUBLISHING CO	$6,834.34	$24.95	$2,266.23
GRAPHIQUE DE FRANCE	$6,407.72		$2,132.55
CHELSEA GREEN PUBLISHING	$6,742.54	$612.21	$2,040.23
WHITMAN PUBLISHING, LLC	$29,905.06	$23,806.27	$2,029.74
KAPPA BOOKS, INC	$6,145.02	$134.70	$2,000.29
KLUTZ	$5,892.25		$1,961.00
LANG HOLDINGS	$5,838.54		$1,943.12
TURNER PUBLISHING	$7,438.77	$1,637.97	$1,930.56
LEATHERS PUBLISHING	$5,684.01	$322.65	$1,784.31
MOTORBOOKS INTERNATIONAL	$5,401.97	$320.89	$1,691.03
CLARK GROUP (THE)	$4,967.19		$1,653.13
BYEWAY BOOKS, INC	$4,809.31	$111.67	$1,563.42
I UNIVERSE	$6,481.76	$1,840.39	$1,544.69
QUAIL RIDGE PRESS	$4,266.69		$1,420.00
ZAGAT SURVEY	$3,979.32		$1,324.36
UNIVERSITY OF CHICAGO PRESS	$3,937.70		$1,310.51
BELLEROPHON BOOKS	$4,139.79	$311.86	$1,273.97
FALCON PICTURE GROUP	$4,542.11	$999.76	$1,178.93
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$1,118.00
HOP, LLC	$3,312.49		$1,102.43
MOODY PRESS	$4,054.48	$971.35	$1,026.10

Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	$1,804.36		$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,036.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

Recovery Summary Spreadsheet

JOHN M HARDY PUBLISHING	$578.34		$192.48
NOT AT HOME PUBLISHING	$4,491.00	$3,929.63	$186.83
BRILLIANCE CORP	$551.55		$183.56
UNIVERSITY OF KY PRESS	$539.10		$179.42
BOOK SALES	$502.62		$167.28
K.C. PUBLISHING	$491.10		$163.44
WORLD WIDE RESEARCH	$473.03		$157.43
DATEWORKS	$447.63		$148.98
SCHIFFER PUBLISHING LTD	$574.77	$149.94	$141.39
DOVER PUBLICATIONS	$405.24		$134.87
MACADAM/CAGE	$398.16		$132.51
TATE PUBLISHING	$384.83		$128.08
WIDE WORLD OF MAPS	$310.92		$103.48
TWIN LIGHTS PUBLISHERS	$612.19	$303.18	$102.84
RONNIE SELLERS - BOOKS	$302.21		$100.58
NIKCO SPORTS	$296.41		$98.65
ALBERT WHITMAN	$294.80		$98.11
PROFOUND IMPACT GROUP	$227.53		$75.72
QUILL DRIVER BOOKS\WORD DANCER	$177.18		$58.97
CONTEMPORARY BOOKS	$113.94		$37.92
SOUND PRINTS	$107.93		$35.92
WATSON-GUPTILL PUBLICATIONS	$101.74		$33.86
HIDDEN PICTURES	$75.00		$24.96
PROMETHEUS BOOKS	$238.21	$233.55	$1.55
GLOBE PEQUOT PRESS	$60,566.56	$61,987.14	$0.00
ANDERSON NEWS/TAMPA BOOKS	$0.00	$12.58	$0.00
NATIONAL PRODUC	$0.00	$16.95	$0.00
ANDERSON NEWS/KNOXVILLE	$0.00	$25.78	$0.00
STACKPOLE BOOKS	$2,036.78	$2,246.66	$0.00
DALMATIAN PRESS	$402.98	$527.77	$0.00
LARSENS OUTDOOR PUBLISHIN	$0.00	$161.10	$0.00
TA TANKA MEDIA	$0.00	$439.43	$0.00
no Name	$0.00	$1,078.84	$0.00
ANDERSON AUSTIN/NASHVILLE	$0.00	$684.19	$0.00
HEALTH COMMUNICATIONS, IN	$3,583.45	$4,564.19	$0.00
No Name	$0.00	$3,279.40	$0.00
GOLLEHON	$1,295.91	$5,404.87	$0.00
U S NAVAL INSTITUTE PRESS	$16,232.53	$30,779.26	$0.00
LEARNING HORIZONS	$47,930.90	$134,272.82	$0.00
	$47,563,886.03	$11,320,232.74	$12,100,000.00

*Random House's Claimed Amount Includes Ten Speed Press which was purchased by Random House on 2/28/09.

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
081009	SETTLEMENT	8/10/09			34541.55

(14)

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 10, 2009	1004	ANDREWS & BLAINE LTD, LLC		34541.55

NC 1004

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 10, 2009

AMOUNT
$ 34541.55

Memo:

PAY TO THE ORDER OF Thirty-Four Thousand Five Hundred Forty-One and 55/100 Dollars

ANDREWS & BLAINE LTD, LLC
3219 HIGHWAY 46E
SUITE 210
PARSIPPANY, NJ 07054

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001004⑈ ⑆064208165⑆00001169107 56⑈

NC 1004

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
081009	SETTLEMENT	8/10/09			34541.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 10, 2009	1004	ANDREWS & BLAINE LTD, LLC		34541.55

(20)

Received 9/28/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, BENDON PUBLISHING INT'L ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 9/21/09

BENDON PUBLISHING INT'L

By: [signature]

Title: CEO

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 21st day of Sept., 2009, before me, the subscriber, personally appeared Donald R. Myers III, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the C.E.O. of Bendon Publishing, Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Donna J. Wile
Notary Public

DONNA J. WILE, Notary Public
State of Ohio
My Commission Expires June 5, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
20	ASSIGNMENT OF CLAIM	9/28/09			17415.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 28, 2009	1053	BENDON PUBLISHING, INTL		17415.60

NC 1053

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 28, 2009

AMOUNT
$ 17415.60

Memo:

PAY TO THE ORDER OF Seventeen Thousand Four Hundred Fifteen and 60/100 Dollars

BENDON PUBLISHING, INTL
1840 BANEY ROAD
ASHLAND , OH 44805

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001053⑈ ⑆064208165⑆00001169107 56⑈

NC 1053

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
20	ASSIGNMENT OF CLAIM	9/28/09			17415.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 28, 2009	1053	BENDON PUBLISHING, INTL		17415.60

35

Rec'd 10/23/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, PEARSON EDUCATION ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 10/20/09

By: LEWIS BADER

Title: VP OF BUSINESS OPERATIONS

ACKNOWLEDGMENT

STATE OF New Jersey)
) ss.:
COUNTY OF Bergen)

BE IT REMEMBERED, that on this 20 day of October, 2009, before me, the subscriber, personally appeared Lew Badow, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the V.P. of Bussiness Dev of Pearson, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Martha Perkins
Notary Public

MARTHA PERKINS
NOTARY PUBLIC - NEW JERSEY
COMMISSION # 2312312
EXPIRES MARCH 10, [redacted] 2014

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
35	ASSIGNMENT OF CLAIM	10/23/09			10165.59

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 23, 2009	1059	PEARSON EDUCATION		10165.59

NC 1059

BB&T
67-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Oct 23, 2009

AMOUNT
$ 10165.59

Memo:

PAY TO THE ORDER Ten Thousand One Hundred Sixty-Five and 59/100 Dollars

PEARSON EDUCATION
PO BOX 409479
ATLANTA, GA 30384-9479

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001059⑈ ⑆064208165⑆0000116910756⑈

NC 1059

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
35	ASSIGNMENT OF CLAIM	10/23/09			10165.59

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 23, 2009	1059	PEARSON EDUCATION		10165.59

(17)

rec'd 12/4/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Zondervan ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-4-09

By: David L. Hachtel

Title: Vice President & Treasurer

ACKNOWLEDGMENT

STATE OF MI)
) ss.:
COUNTY OF Kent)

BE IT REMEMBERED, that on this 4th day of December, 2009, before me, the subscriber, personally appeared David R. Hachtel, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the VPo of Finance, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Debra Jane Hilbrands
Notary Public

DEBRA JANE HILBRANDS
NOTARY PUBLIC, STATE OF MI
COUNTY OF KENT
MY COMMISSION EXPIRES Oct 3, 2018
ACTING IN COUNTY OF

22

Rec'd 10/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Greenleaf Book Group LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 6 Oct. 09

Clinton T. Greenleaf III

By: Clinton T. Greenleaf III

Title: CEO

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 6 day of October, 2009, before me, the subscriber, personally appeared Clinton Greenleaf, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CEO of Greenleaf Book Group and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

SHANNON LEE ZUNIGA
Notary Public, State of Texas
My Commission Expires
September 11, 2013

Shannon Lee Zuniga
Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
22	ASSIGNMENT OF CLAIM	10/7/09			16069.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 7, 2009	1056	GREENLEAF BOOK GROUP, LLC		16069.58

BB&T
87-816/642

NC 1056

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Oct 7, 2009

AMOUNT
$ 16069.58

Memo:

PAY TO THE ER Sixteen Thousand Sixty-Nine and 58/100 Dollars

GREENLEAF BOOK GROUP, LLC
PO BOX 92664
AUSTIN, TX 78709

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001056⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1056

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
22	ASSIGNMENT OF CLAIM	10/7/09			16069.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 7, 2009	1056	GREENLEAF BOOK GROUP, LLC		16069.58

23

Rec'd 10/6/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, MJF Media ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: September 9th 2009

MJF Media

By: [illegible]

Title: VICE PRESIDENT FINANCE - MJF Media

ACKNOWLEDGMENT

PROVINCE
~~STATE~~ OF ONTARIO, CANADA
CITY
~~COUNTY OF~~ NORTH YORK) ss.:

BE IT REMEMBERED, that on this 9th day of September, 2009, before me, the subscriber, personally appeared Linda Ono, who, being by me duly sworn on his or her oath, deposed and [redacted] to my satisfaction that he or she is the VICE PRESIDENT FINANCE of MJF MEDIA, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

JAMES B. BOTNICK
BARRISTER & SOLICITOR
53-2300 Finch Avenue West
Weston, Ontario M9M 2Y3

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
23	ASSIGNMENT OF CLAIM	10/6/09			15895.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 6, 2009	1055	M J F MEDIA		15895.65

NC 1055

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Oct 6, 2009

AMOUNT
$ 15895.65

Memo:

PAY TO THE ORDER OF Fifteen Thousand Eight Hundred Ninety-Five and 65/100 Dollars

M J F MEDIA
PO BOX 846302
DALLAS, TX 75284-6302

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001055⑈ ⑆064208165⑆00001169 10756⑈

NC 1055

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
23	ASSIGNMENT OF CLAIM	10/6/09			15895.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 6, 2009	1055	M J F MEDIA		15895.65

Scanned: 6/10/2010-2:39:14 PM

29

rcvd 9/24/09
$11,918.42

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Hay House, Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 9/21/09

By: Reid Tracy

Title: CEO

ACKNOWLEDGMENT

STATE OF California)
) ss.:
COUNTY OF San diego)

BE IT REMEMBERED, that on this 21 day of 09, 2009, before me, the subscriber, personally appeared Reid Tracy, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he ~~or she~~ is the CEO of Hay House Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he ~~or she~~ signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Ana Beltran
Notary Public

RBG-1 OFFICIAL SEAL
Ana Angelica Beltran-Garcia
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1807466
SAN DIEGO COUNTY
MY COMM. EXP. JUL. 26, 2012 RBG-1

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
29	ASSIGNMENT OF CLAIM	9/24/09			11918.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 24, 2009	1051	HAY HOUSE, INC		11918.42

BB&T
87-816/642

NC 1051

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 24, 2009

AMOUNT
$ 11918.42

Memo:

PAY TO THE ORDER OF Eleven Thousand Nine Hundred Eighteen and 42/100 Dollars

HAY HOUSE, INC
PO BOX 5100
CARLSBAD, CA 92018-6948

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001051⑈ ⑆064208165⑆0000116910756⑈

NC 1051

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
29	ASSIGNMENT OF CLAIM	9/24/09			11918.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 24, 2009	1051	HAY HOUSE, INC		11918.42

28

Rec'd 8/20/09
$11,996.64

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Barron's Educational Series INC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/13/09

Barron's Educational Series

By: _____

Title: Chairman / CEO

ROBERT K. LABARBARA
Notary Public, State of New York
No. 01LA6030840
Qualified in Suffolk County
Commission Expires September 20, 20 09

8/13/09

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 13 day of AUGUST, 2009, before me, the subscriber, personally appeared MANUEL H. BARRON, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CHAIRMAN & CEO of BARRON'S EDUCATIONAL SERIES INC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

ROBERT K. LABARBARA
Notary Public, State of New York
No. 01LA6030840
Qualified in Suffolk County
Commission Expires September 20, 2009

8/13/09

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
28	ASSIGNMENT OF CLAIM	8/21/09			11996.64

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1018	BARRON'S EDUCATIONAL SERIES, INC		11996.64

NC 1018

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 11996.64

Memo:

PAY TO THE ORDER OF Eleven Thousand Nine Hundred Ninety-Six and 64/100 Dollars

BARRON'S EDUCATIONAL SERIES, INC
7975 RELIABLE PARKWAY
CHICAGO, IL 60686

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001018⑈ ⑆064208165⑆00001169 10756⑈

NC 1018

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
28	ASSIGNMENT OF CLAIM	8/21/09			11996.64

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1018	BARRON'S EDUCATIONAL SERIES, INC		11996.64

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

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E07105

32

Recd 9/2/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, INGRAM Publisher Services INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 1, 2009

Angeion Publication Services Inc

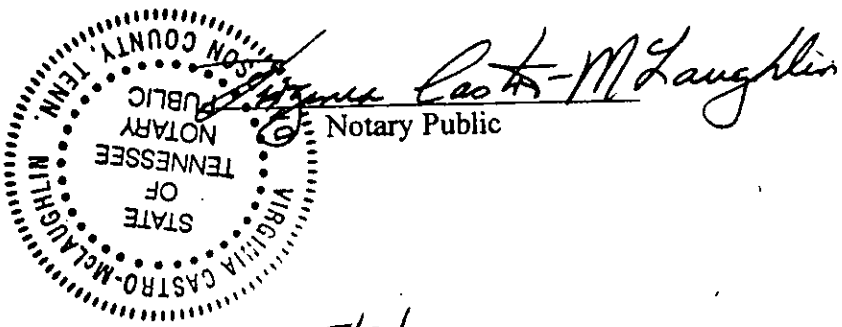
By: [illegible]

Title: Assistant Secretary

ACKNOWLEDGMENT

STATE OF) Tennessee
) ss.:
COUNTY OF) Rutherford

BE IT REMEMBERED, that on this 1st day of September, 2009, before me, the subscriber, personally appeared Linda K. Dickert, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Assistant Secretary of Ingram Publisher Services Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.



Notary Public

5/8/2012
My Commission Expires

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
32	ASSIGNMENT OF CLAIM	9/2/09			10973.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 2, 2009	1041	INGRAM PUBLISHER SERVICES, INC		10973.66

NC 1041

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 2, 2009

AMOUNT
$ 10973.66

Memo:

PAY TO THE ORDER OF Ten Thousand Nine Hundred Seventy-Three and 66/100 Dollars

INGRAM PUBLISHER SERVICES, INC
PO BOX 3006
LAVERGNE, TN 37086-1986

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

MP

⑈001041⑈ ⑆064208165⑆00001169107 56⑈

NC 1041

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
32	ASSIGNMENT OF CLAIM	9/2/09			10973.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 2, 2009	1041	INGRAM PUBLISHER SERVICES, INC		10973.66

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(31)

Rec'd 8/27/09
#11,728.27

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Cookie Jar Publishing ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/18/09

Cookie Jar Publishing

By: _____

Title: VP of Finance

ACKNOWLEDGMENT

STATE OF North Carolina)
) ss.:
COUNTY OF Guilford)

BE IT REMEMBERED, that on this 18th day of August, 2009, before me, the subscriber, personally appeared Amy E Cockman, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the VP of Finance of Cookie Jar Education and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Laura Mae Lee
Notary Public Laura Mae Lee

My commission expires
2/7/2011

LAURA MAE LEE NOTARY PUBLIC GUILFORD COUNTY

EXHIBIT A

Recovery Summary Spreadsheet

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW.RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$11,918.42
DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,873.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
31	ASSIGNMENT OF CLAIM	8/27/09			11728.27

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 27, 2009	1032	COOKIE JAR PUBLISHING		11728.27

NC 1032

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 27, 2009

AMOUNT
$ 11728.27

Memo:

PAY TO THE ORDER OF Eleven Thousand Seven Hundred Twenty-Eight and 27/100 Dollars

COOKIE JAR PUBLISHING
PO BOX 1070
CHARLOTTE, NC 28201-1070

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001032⑈ ⑆064208165⑆0000116910756⑈

NC 1032

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
31	ASSIGNMENT OF CLAIM	8/27/09			11728.27

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 27, 2009	1032	COOKIE JAR PUBLISHING		11728.27

37

mc'd 8/31/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Deseret Book Company ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/17/09

Deseret Book Company

By: Delon W. Williams

Title: CFO

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 17th day of August, 2009, before me, the subscriber, personally appeared Delon W. Williams, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of Deseret Book Company, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Pamela Anderton
Notary Public

PAMELA ANDERTON
NOTARY PUBLIC-STATE OF UTAH
57 W. SO. TEMPLE P.O.B. 30178
SALT LAKE CITY, UT 84130
COMM. EXP. 02-03-2012

Exhibit B

Recovery Summary Spreadsheet

NAME	Claimed Amount or Payable Balance	Cost of Returns	Cash Settlement
RANDOM HOUSE*	$13,237,853.46	$2,691,397.28	$3,509,965.64
SIMON & SCHUSTER	$11,064,172.00	$2,861,305.77	$2,729,995.57
HACHETTE BOOK GROUP	$6,957,838.61	$960,118.03	$1,996,101.14
HARPER COLLINS 360846	$5,879,968.36	$1,478,090.51	$1,464,988.78
MPS	$4,317,419.37	$1,186,426.18	$1,042,025.71
PERSEUS DISTRIBUTION	$1,299,270.86	$351,182.66	$315,533.19
THOMAS NELSON PUBLISHING	$634,077.17	$208,622.63	$141,595.51
NATIONAL BOOK NETWORK INC	$371,851.74	$126,692.12	$81,591.56
W.W. NORTON & COMPANY	$315,760.15	$99,641.93	$71,926.30
STERLING PUBLISHING	$171,136.54	$20,501.43	$50,132.86
AMERICAN GIRL PUBLISHING	$196,085.49	$48,068.41	$49,261.56
HOUGHTON MIFFLIN HARCOURT	$221,651.28	$91,820.97	$43,208.82
MODERN PUBLISHING	$195,810.49	$70,409.22	$41,734.79
ANDREWS & BLAINE	$107,464.13	$3,676.51	$34,541.55
WORKMAN PUBLISHING CO.	$185,669.09	$83,744.69	$33,921.46
BAKER BOOK HOUSE	$144,461.77	$60,398.91	$27,976.96
ZONDERVAN BOOKS	$71,199.71	$12,314.26	$19,597.66
MCGRAW HILL BOOK CO.	$108,517.67	$52,357.75	$18,690.58
TYNDALE HOUSE PUBLISHER	$77,777.10	$22,746.36	$18,314.78
BENDON PUBLISHING INT'L	$96,600.89	$44,271.94	$17,415.60
AMERICAN BOOK CO NEW RET	$67,200.24	$15,301.09	$17,272.55
GREENLEAF BOOK GROUP	$56,672.81	$8,388.25	$16,069.58
M J F MEDIA	$50,741.12	$2,979.17	$15,895.65
DIAMOND COMIC DIST	$121,122.10	$77,843.87	$14,403.43
ARTISTIC STUDIOS LTD	$43,343.67	$778.89	$14,165.98
BOOK CLUB OF AMERICA	$37,719.66		$12,553.48
F & W MEDIA	$41,053.15	$3,647.61	$12,448.94
BARRON'S EDUCATION SERIES	$45,088.76	$9,042.24	$11,996.64
HAY HOUSE	$48,225.87	$12,414.39	$11,918.42
DEARBORNE TRADE	$35,787.16		$11,910.32
COOKIE JAR PUBLISHING	$35,421.87	$181.72	$11,728.27
INGRAM PUBLISHER SERVICES	$37,188.20	$4,215.44	$10,973.66
BERKLINE PRESS	$31,106.27		$10,352.48
JOHN WILEY	$160,772.47	$129,768.98	$10,318.27
PEARSON EDUCATION	$80,532.56	$49,987.83	$10,165.59
BRIDGE PUBLICATIONS	$28,998.85		$9,651.11
* DESERET BOOK COMPANY	$35,066.77	$6,527.12	$9,498.28 *
PARRAGON, INC	$164,029.08	$136,445.00	$9,180.26
COOK COMMUNICATIONS MIN.	$27,758.93	$2,847.85	$8,290.66
LEISURE ARTS, INC	$53,694.33	$29,817.78	$7,946.35
FARCOUNTRY/MONTANA MAG	$27,942.47	$7,023.53	$6,962.03

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
37	ASSIGNMENT OF CLAIM	9/1/09			9498.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1035	DESERET BOOK COMPANY		9498.28

NC 1035

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 1, 2009

AMOUNT
$ 9498.28

Memo:

PAY TO THE ORDER Nine Thousand Four Hundred Ninety-Eight and 28/100 Dollars

DESERET BOOK COMPANY
PO BOX 30178
SALT LAKE CITY, UT 84130-0178

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001035⑈ ⑆064208165⑆00001169 10756⑈

NC 1035

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
37	ASSIGNMENT OF CLAIM	9/1/09			9498.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1035	DESERET BOOK COMPANY		9498.28

33

Rec'd 8/18/09
$10,352.48

FROM
STEVE FISCHER
BERKLINE PRESS
P.O. BOX 32
BOYSTOWN, NE 68010
(402) 333-1571

53

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Stephen Fischer ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/11/09

STEPHEN FISCHER

By: _____

Title: PRESIDENT - BERKLINE PRESS

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 11 day of AUG., 2009, before me, the subscriber, personally appeared STEPHEN FISCHER, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the PRESIDENT of BERKLINE PREPS, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Sandra M Villagomez
Notary Public

GENERAL NOTARY - State of Nebraska
SANDRA M. VILLAGOMEZ
My Comm. Exp. June 16, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
33	ASSIGNMENT OF CLAIM	8/18/09			10352.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 18, 2009	1013	BERKLINE PRESS		10352.48

BB&T
87-816/642

NC 1013

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 18, 2009

AMOUNT
$ 10352.48

Memo:

PAY TO THE ORDER OF Ten Thousand Three Hundred Fifty-Two and 48/100 Dollars

BERKLINE PRESS
PO BOX 32
BOYS TOWN, NE 68010

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001013⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1013

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
33	ASSIGNMENT OF CLAIM	8/18/09			10352.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 18, 2009	1013	BERKLINE PRESS		10352.48

68

Received 10/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Whitman Publishing, LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 10-2-09

Whitman Publishing, LLC

By: Keith B. Hall

Title: Director

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 2 day of October, 2009, before me, the subscriber, personally appeared Kenneth B. Holt, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Controller of Whitman Publishing LLC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Nancy Watson
Notary Public

MY COMMISSION EXPIRES 12/13/2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
68	ASSIGNMENT OF CLAIM	10/7/09			2029.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 7, 2009	1057	WHITMAN PUBLISHING, LLC		2029.74

BB&T
87-816/642

NC 1057

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Oct 7, 2009

AMOUNT
$ 2029.74

Memo:

PAY TO THE ORDER Two Thousand Twenty-Nine and 74/100 Dollars

WHITMAN PUBLISHING, LLC
PO BOX 403503
ATLANTA, GA 30384-3503

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001057⑈ ⑆064208165⑆0000116910756⑈

NC 1057

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
68	ASSIGNMENT OF CLAIM	10/7/09			2029.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 7, 2009	1057	WHITMAN PUBLISHING, LLC		2029.74

43

Rec'd 8/17/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Arcadia Publishing, Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 08-12-2009

Arcadia Publishing, Inc.

By: [signature]

Title: OFFICER

ACKNOWLEDGMENT

STATE OF South Carolina
) ss.:
COUNTY OF Charleston)

BE IT REMEMBERED, that on this 12th day of August, 2009, before me, the subscriber, personally appeared Paul Raffle, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the C.O.O. of Arcadia Publishing, Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Danielle M. Walker
Notary Public

EXHIBIT A

Recovery Summary Spreadsheet

Recovery Summary Spreadsheet

SPORTS WRITERS LLC	$20,466.00		$6,811.29
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$5,945.06
LANGENSCHEIDT	$17,038.14		$5,670.46
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$5,621.93
ST.CLAIR	$16,612.01		$5,528.64
MIDPOINT TRADE BOOKS	$17,305.75	$1,287.99	$5,330.87
SOURCE BOOKS	$18,744.33	$3,462.02	$5,086.10
YALE UNIVERSITY PRESS	$16,417.94	$2,078.10	$4,772.44
HARCOURT BRACE & CO	$22,254.35	$8,205.97	$4,675.44
IDEALS PUBLISCATIONS/GUID	$13,505.13	$1,937.80	$3,849.72
PETER PAUPER PRESS INC	$15,047.78	$4,498.18	$3,511.01
POSTERITY PRESS	$11,779.35	$1,416.43	$3,448.88
NEGOTIATION ADVICE INTERNATIONAL	$9,116.75		$3,034.15
RONNIE SELLERS-CALENDARS	$8,967.73		$2,984.55
BROADMAN & HOLMAN PUBLISH	$11,986.79	$3,126.38	$2,948.83
PENTON OVERSEAS, INC.	$10,219.97	$1,583.83	$2,874.19
PELICAN PUBLISHING CO INC	$10,190.89	$2,270.44	$2,636.00
KANSAS CITY STAR	$8,156.37	$581.92	$2,520.85
RAGGS, LLC	$12,148.34	$4,950.19	$2,395.62
PENFIELD BOOKS	$13,378.74	$6,190.71	$2,392.25
AMERICAN BOOK CO 30PER CP	$8,254.85	$1,083.40	$2,386.73
STRANG COMMUNICATION BOOK	$6,919.18	$13.49	$2,298.28
GALAXY PRESS	$11,595.49	$4,690.22	$2,298.14
SEAGATE PUBLISHING CO	$6,834.34	$24.95	$2,266.23
GRAPHIQUE DE FRANCE	$6,407.72		$2,132.55
CHELSEA GREEN PUBLISHING	$6,742.54	$612.21	$2,040.23
WHITMAN PUBLISHING, LLC	$29,905.06	$23,806.27	$2,029.74
KAPPA BOOKS, INC	$6,145.02	$134.70	$2,000.29
KLUTZ	$5,892.25		$1,961.00
LANG HOLDINGS	$5,838.54		$1,943.12
TURNER PUBLISHING	$7,438.77	$1,637.97	$1,930.56
LEATHERS PUBLISHING	$5,684.01	$322.65	$1,784.31
MOTORBOOKS INTERNATIONAL	$5,401.97	$320.89	$1,691.03
CLARK GROUP (THE)	$4,967.19		$1,653.13
BYEWAY BOOKS, INC	$4,809.31	$111.67	$1,563.42
I UNIVERSE	$6,481.76	$1,840.39	$1,544.69
QUAIL RIDGE PRESS	$4,266.69		$1,420.00
ZAGAT SURVEY	$3,979.32		$1,324.36
UNIVERSITY OF CHICAGO PRESS	$3,937.70		$1,310.51
BELLEROPHON BOOKS	$4,139.79	$311.86	$1,273.97
FALCON PICTURE GROUP	$4,542.11	$999.76	$1,178.93
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$1,118.00
HOP, LLC	$3,312.49		$1,102.43
MOODY PRESS	$4,054.48	$971.35	$1,026.10

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
43	SETTLEMENT	8/17/09			5945.06

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 17, 2009	1009	ARCADIA PUBLISHING, INC		5945.06

BB&T
87-816/642

NC 1009

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 17, 2009

AMOUNT
$ 5945.06

Memo:

PAY TO THE ORDER OF Five Thousand Nine Hundred Forty-Five and 06/100 Dollars

ARCADIA PUBLISHING, INC
420 WANDO PARK BLVD.
MT PLEASANT, SC 29464

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001009⑈ ⑆064208165⑆00001169 10756⑈

NC 1009

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
43	SETTLEMENT	8/17/09			5945.06

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 17, 2009	1009	ARCADIA PUBLISHING, INC		5945.06

(39)

rec'd 9/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Cook Communications Ministries ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 9/9/09

By: Jana J. Zachman

Title: Director of Asset Management

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.:
COUNTY OF El Paso)

BE IT REMEMBERED, that on this 9th day of September 2009, before me, the subscriber, personally appeared Jana Zachman, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Dir. of Asset Management of Cook Communications Min. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

BETTY J. JONES
NOTARY
PUBLIC
STATE OF COLORADO

Commission Expires
9/30/12

Betty J. Jones
Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
39	ASSIGNMENT OF CLAIM	9/15/09			8290.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 15, 2009	1047	COOK COMMUNICATIONS MINISTRIES		8290.66

BB&T
87-816/642

NC 1047

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 15, 2009

AMOUNT
$ 8290.66

Memo:

PAY THE ORDER OF: Eight Thousand Two Hundred Ninety and 66/100 Dollars

COOK COMMUNICATIONS MINISTRIES
P.O. BOX 96048
CHICAGO, IL 60693

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001047⑈ ⑆064208165⑆0000116910756⑈

NC 1047

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
39	ASSIGNMENT OF CLAIM	9/15/09			8290.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 15, 2009	1047	COOK COMMUNICATIONS MINISTRIES		8290.66

NORTHSHORE CAPITAL, LLC

NC 1353

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
50	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4675.44

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1353	HARCOURT BRACE JOVANOVICH INC		4675.44

BB&T
87-816/642

NC 1353

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 4675.44

Memo:

PAY TO THE ORDER OF Four Thousand Six Hundred Seventy-Five and 44/100 Dollars

HARCOURT BRACE JOVANOVICH INC
6277 SEA HARBOR DR.
ORLANDO, FL 32887

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back

⑈001353⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1353

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
50	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4675.44

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1353	HARCOURT BRACE JOVANOVICH INC		4675.44

NORTHSHORE CAPITAL, LLC

NO. 1353

$

HARCOURT BRACE JOVANOVICH INC
1277 SEA HARBOR DR
ORLANDO, FL 32897

50

42

Recd 8/19/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Sports Writers LLC / _____ ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

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In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8-9-09

_____ - Sports-Writers LLC

By: James J. Bubba

Title: President

ACKNOWLEDGMENT

STATE OF ILL)
) ss.:
COUNTY OF Cook)

BE IT REMEMBERED, that on this 9th day of Aug, 2009, before me, the subscriber, personally appeared James Ruba, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the James Ruba / President of Sports-Writer LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

OFFICIAL SEAL
CHARLENE G. QUAGLIANO
Notary Public State of Illinois
My Commission Expires Feb 25, 2012

Recovery Summary Spreadsheet

SPORTS WRITERS LLC	$20,466.00		$6,811.29
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$5,945.06
LANGENSCHEIDT	$17,038.14		$5,670.46
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$5,621.93
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RONNIE SELLERS-CALENDARS	$8,967.73		$2,984.55
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RAGGS, LLC	$12,148.34	$4,950.19	$2,395.62
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KLUTZ	$5,892.25		$1,961.00
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LEATHERS PUBLISHING	$5,684.01	$322.65	$1,784.31
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CLARK GROUP (THE)	$4,967.19		$1,653.13
BYEWAY BOOKS, INC	$4,809.31	$111.67	$1,563.42
I UNIVERSE	$6,481.76	$1,840.39	$1,544.69
QUAIL RIDGE PRESS	$4,266.69		$1,420.00
ZAGAT SURVEY	$3,979.32		$1,324.36
UNIVERSITY OF CHICAGO PRESS	$3,937.70		$1,310.51
BELLEROPHON BOOKS	$4,139.79	$311.86	$1,273.97
FALCON PICTURE GROUP	$4,542.11	$999.76	$1,178.93
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$1,118.00
HOP, LLC	$3,312.49		$1,102.43
MOODY PRESS	$4,054.48	$971.35	$1,026.10

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
42	ASSIGNMENT OF CLAUM Replaces check 1016 dated 8/19/09	8/19/09			6811.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 15, 2009	1049	SPORTS WRITERS, LLC		6811.29

BB&T
87-816/642

NC 1049

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 15, 2009

AMOUNT
$ 6811.29

Memo:

PAY TO THE ORDER OF: Six Thousand Eight Hundred Eleven and 29/100 Dollars

SPORTS WRITERS, LLC
2625 BUTTERFIELD RD.
SUITE 185
S. OAK BROOK, IL 60523

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001049⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1049

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
42	ASSIGNMENT OF CLAUM Replaces check 1016 dated 8/19/09	8/19/09			6811.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 15, 2009	1049	SPORTS WRITERS, LLC		6811.29

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

E07105

48

rec'd 11/2/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Sourcebooks, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Nov. 12TH, 2009

Barbara S. Briel

By: Barbara S. Briel

Title: Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.:
COUNTY OF DUPAGE)

BE IT REMEMBERED, that on this 12TH day of NOV., 2009, before me, the subscriber, personally appeared BARBARA S. BRIEL, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the VICE PRESIDENT of SOURCEBOOKS, INC., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Barbara A Briel
Notary Public
COMMISSION #245566

"OFFICIAL SEAL"
Barbara A Briel
Notary Public, State of Illinois
Commission Expires 1/4/2012

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
48	ASSIGNMENT OF CLAIM	11/16/09			5086.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 16, 2009	1066	SOURCEBOOKS, INC		5086.10

NC 1066

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 16, 2009

AMOUNT
$ 5086.10

Memo:

PAY THE ORDER OF: Five Thousand Eighty-Six and 10/100 Dollars

SOURCEBOOKS, INC
PO BOX 4410
NAPERVILLE, IL 60567-4410

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

MP

⑈001066⑈ ⑆064208165⑆00001169 10756⑈

NC 1066

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
48	ASSIGNMENT OF CLAIM	11/16/09			5086.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 16, 2009	1066	SOURCEBOOKS, INC		5086.10

47

ASSIGNMENT OF CLAIM Rec'd 11/24/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Midpoint Trade Books, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: November 23, 2009

Midpoint Trade Books, Inc.

By: _____

Title: President

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF Kings)

BE IT REMEMBERED, that on this 23 day of Nov, 2009, before me, the subscriber, personally appeared Eric Kampmann, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Midpoint Trade Books Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Natalie Foster
Notary Public

NATALIE FOSTER
Notary Public - State of New York
NO. 01FO6173161
Qualified in Kings County
My Commission Expires 8/20/11

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
47	ASSIGNMENT OF CLAIM	11/24/09			5330.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 24, 2009	1070	MIDPOINT TRADE BOOKS, INC.		5330.87

NC 1070

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 24, 2009

AMOUNT
$ 5330.87

Memo:

PAY TO THE ORDER OF: Five Thousand Three Hundred Thirty and 87/100 Dollars

MIDPOINT TRADE BOOKS, INC.
27 WEST 20TH STREET
NEW YORK, NY 10011

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001070⑈ ⑆064208165⑆00001169107 5⑈

NC 1070

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
47	ASSIGNMENT OF CLAIM	11/24/09			5330.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 24, 2009	1070	MIDPOINT TRADE BOOKS, INC.		5330.87

Scanned: 6/10/2010-2:39:47 PM

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
44	DUE TO/(FROM) ANDERSON NEWS	12/23/09			5670.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1375	LANGENSCHEIDT/AMER MAP CO		5670.46

BB&T
87-816/642

NC 1375

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 5670.46

Memo:

PAY TO THE ORDER OF Five Thousand Six Hundred Seventy and 46/100 Dollars

LANGENSCHEIDT/AMER MAP CO
C/O HAGSTROM MAP COMPANY
P O BOX 36100
NEW YORK, NJ 10087
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001375⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1375

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
44	DUE TO/(FROM) ANDERSON NEWS	12/23/09			5670.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1375	LANGENSCHEIDT/AMER MAP CO		5670.46

44

NO 1375

NORTHSHORE CAPITAL, LLC

DATE

Dec 20, 2009

AMOUNT

$ 5670.40

PAY Five Thousand Six Hundred Seventy and 40/100 Dollars

TO THE ORDER OF

LANDENSCHEDTAMER MGP CO
C/O HAGSTROM MGP COMPANY
P O BOX 35100
NEW YORK, NY 10087
USA

AUTHORIZED SIGNATURE

"001375" ⑆064208165⑆0000116910756⑈ 0000056704

JPMORGANCHASE BK N.A. NMD

127809 ⑆074000655

11529443 0036190

00050493 162

CAUTION: BUSINESS CHECK. SEE REVERSE FOR ALL TERMS AND CONDITIONS.

PORTFOLIO CAPITAL, LLC

AND THE REST OF THE WORLD

CLAIMS PAYABLE HAS CONSTRUCTIVELY ACCEPTED THE TERMS

LLC AND INCORPORATES BY REFERENCE THE TERMS

OF THE TRUSTEE TITLE ETC FOR FULL SCHEDULE TO

VIEW HAVE THE RIGHT TO

CAS-INC BUSINESS CHECK

PORTFOLIO CAPITAL, LLC

AND THE REST OF THE WORLD

CLAIMS PAYABLE HAS CONSTRUCTIVELY ACCEPTED THE TERMS

LLC AND INCORPORATES BY REFERENCE THE TERMS

OF THE TRUSTEE TITLE ETC FOR FULL SCHEDULE TO

VIEW HAVE THE RIGHT TO

Security Features Included

Scanned: 6/10/2010-2:39:48 PM

46

Rec'd 11/11/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, St. Clair Entertainment ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 10/30/09

St. Clair Entertainment Group

By: Ron Ford

Title: CEO

ACKNOWLEDGMENT

STATE OF California)
) ss.:
COUNTY OF Los Angeles)

BE IT REMEMBERED, that on this 2nd day of November, 2009, before me, the subscriber, personally appeared Ron Ford, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CEO of St. Clair Group, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Debra K. Protho
Notary Public

DEBRA K. PROTHO
Commission # 1848643
Notary Public - California
Los Angeles County
My Comm. Expires Jan 7, 2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
46	ASSIGNMENT OF CLAIM	11/11/09			5528.64

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 11, 2009	1063	ST. CLAIR GROUP		5528.64

BB&T
87-816/642

NC 1063

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 11, 2009

AMOUNT
$ 5528.64

Memo:

PAY THE ORDER OF: Five Thousand Five Hundred Twenty-Eight and 64/100 Dollars

ST. CLAIR GROUP
5905 BOUL THIMENS
VILLE ST. LAURENT H4S 1
CANADA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001063⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1063

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
46	ASSIGNMENT OF CLAIM	11/11/09			5528.64

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 11, 2009	1063	ST. CLAIR GROUP		5528.64

(49) Book

12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Trilitteral LLC Yale University Press ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/11/09

Trilateral LLC
Yale University Press

By: Sara Davis Anderson

Title: Acting General Manager

ACKNOWLEDGMENT

STATE OF Rhode Island)
) ss.:
COUNTY OF Providence)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared Sara Davis Anderson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Acting General Mgr of Trilateral LLC Yale Univ. Press, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Ronald M Ancone

Ronald M. Ancone
Notary Public Exp 8-6-11

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
49	ASSIGNMENT OF CLAIM	12/15/09			4772.44

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1110	YALE UNIVERSITY PRESS		4772.44

BB&T
87-816/642

NC 1110

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 4772.44

Memo:

PAY TO THE ORDER Four Thousand Seven Hundred Seventy-Two and 44/100 Dollars

YALE UNIVERSITY PRESS
C/O TRILITERAL LLC
100 MAPLE RIDGE DRIVE
CUMBERLAND, RI 02864-1764

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001110⑈ ⑆064208165⑆0000116910756⑈

NC 1110

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
49	ASSIGNMENT OF CLAIM	12/15/09			4772.44

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1110	YALE UNIVERSITY PRESS		4772.44

BB&T

NC 1110

NORTHSHORE CAPITAL, LLC
P.O. BOX [illegible]
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 4772.44

Memo:

PAY TO THE ORDER OF: Four Thousand Seven Hundred Seventy-Two and 44/100 Dollars

YALE UNIVERSITY PRESS
C/O TRILITERAL LLC
100 MAPLE RIDGE DRIVE
CUMBERLAND, RI 02864-1764

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $[illegible]

AUTHORIZED SIGNATURE

⑈001110⑈ ⑆064208165⑆0000011695107 96⑈

49

52

Book
rec'd 12/10/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Peter Pauper Press Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/7/09

By: Laurence Beilenson

Title: President

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF Westchester)

BE IT REMEMBERED, that on this 7th day of December, 2009, before me, the subscriber, personally appeared Laurence L. Bruenson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Peter Pauper Press Inc., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

LAWRENCE R. GALLO, JR.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
NO. 01GA1365200
MY COMMISSION EXPIRES 07-31-2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
52	ASSIGNMENT OF CLAIM	12/10/09			3511.01

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 10, 2009	1097	PETER PAUPER PRESS		3511.01

BB&T
87-816/642

NC 1097

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 10, 2009

AMOUNT
$ 3511.01

Memo:

PAY Three Thousand Five Hundred Eleven and 01/100 Dollars
HE
ER
OF:

PETER PAUPER PRESS
202 MAMARONECK AVE
WHITE PLAINS, NY 10601

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001097⑈ ⑆064208165⑆00001169107 56⑈

NC 1097

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
52	ASSIGNMENT OF CLAIM	12/10/09			3511.01

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 10, 2009	1097	PETER PAUPER PRESS		3511.01

51

rec'd 10/29/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, IDEALS PUBLICATIONS / GCU DEPOSITS ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Oct. 28, 2009

By: DAVID TEITLER

Title: Sr VP + CFO

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF Putnam)

BE IT REMEMBERED, that on this 29th day of October, 2009, before me, the subscriber, personally appeared David Teitler, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO + Sr Vice Pres of Guideposts, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Julie A. Meggenhofen
Notary Public

JULIE A. MEGGENHOFEN
NOTARY PUBLIC, State of New York
No. 01ME5089140
Qualified in Dutchess County
Commission Expires

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
51	ASSIGNMENT OF CLAIM	10/30/09			3849.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 30, 2009	1061	IDEALS PUBLICATIONS		3849.22

BB&T
87-816/642

NC 1061

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Oct 30, 2009

AMOUNT
$ 3849.22

Memo:

PAY TO THE ORDER OF Three Thousand Eight Hundred Forty-Nine and 22/100 Dollars

IDEALS PUBLICATIONS
2636 ELM HILL PIKE
NASHVILLE, TN 37214

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

MP

⑈001061⑈ ⑆064208165⑆00001169107 56⑈

NC 1061

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
51	ASSIGNMENT OF CLAIM	10/30/09			3849.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 30, 2009	1061	IDEALS PUBLICATIONS		3849.22

61

Rec'd 9/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, PenBooks, Inc. d/b/a Penfield Books ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Aug 6 - 09

PenBooks, Inc d/b/a
Penfield Books

By: Joan Lefkowitz Bourret
Title: President, Penfield Books

ACKNOWLEDGMENT

STATE OF Iowa)
) ss.:
COUNTY OF Linn)

BE IT REMEMBERED, that on this 6th day of August, 2009, before me, the subscriber, personally appeared Joan Liffring-Zug Bouscret, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of ~~d/b/a Penfield Books~~ Penfield Books, Inc and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

TIMOTHY S. GRADY
Commission Number 139912
My Commission Expires
7/3/2010

Timothy S. Grady
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
61	ASSIGNMENT OF CLAIM	9/15/09			2392.25

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 15, 2009	1048	PENFIELD BOOKS		2392.25

NC 1048

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 15, 2009

AMOUNT
$ 2392.25

Memo:

Two Thousand Three Hundred Ninety-Two and 25/100 Dollars

THE ORDER OF:
PENFIELD BOOKS
215 BROWN STREET
IOWA CITY, IA 52245-5842

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001048⑈ ⑆064208165⑆00001169107 56⑈

NC 1048

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
61	ASSIGNMENT OF CLAIM	9/15/09			2392.25

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 15, 2009	1048	PENFIELD BOOKS		2392.25

Scanned: 6/10/2010 2:40:01 PM

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

600 (300)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Raggs LLC Antoinette Steedman ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/18/09

By: Antoinette K. Friedman

Title: President, Rapp LLC

ACKNOWLEDGMENT

STATE OF) North Carolina
) ss.:
COUNTY OF) Mecklenberg

BE IT REMEMBERED, that on this 23 day of December, 2009, before me, the subscriber, personally appeared Antoinette Steedman, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Raggs LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Kelly Philemon
Notary Public

KELLY PHILEMON
NOTARY
PUBLIC
EXPIRES 06-15-2014
MECKLENBURG COUNTY, N.C.

NORTHSHORE CAPITAL, LLC

NC 1398

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
60	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2395.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1398	RAGGS, LLC		2395.62

BB&T
87-816/642

NC 1398

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2395.62

Memo:

PAY TO THE ORDER OF: Two Thousand Three Hundred Ninety-Five and 62/100 Dollars

RAGGS, LLC
1930 CAMDEN ROAD
SUITE 1001
CHARLOTTE, NC 28203
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001398⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1398

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
60	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2395.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1398	RAGGS, LLC		2395.62

NORTHSHORE CAPITAL, LLC

NC 1326

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
56	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2948.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1326	BROADMAN & HOLMAN		2948.83

BB&T
87-816/642

NC 1326

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2948.83

Memo:

PAY TO THE ORDER OF: Two Thousand Nine Hundred Forty-Eight and 83/100 Dollars

BROADMAN & HOLMAN
P.O. BOX 842130
DALLAS, TX 75284-2130

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001326⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1326

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
56	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2948.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1326	BROADMAN & HOLMAN		2948.83

56

NC 1326

NORTHSHORE CAPITAL, LLC

DATE Dec 23, 2009

AMOUNT $ 2940.03

Two Thousand Nine Hundred Forty-Three and 03/100 Dollars

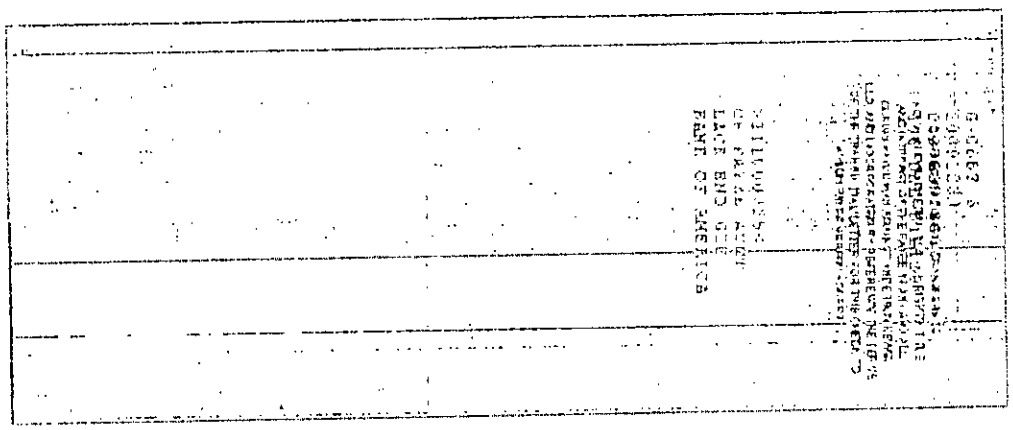
TO THE ORDER OF

BROADMAN & HOLLAND

P.O. BOX 642100

DALLAS, TX 75264-2100

⑆113 26⑈ ⑆011208165⑈0000011671073⑈



53

Rec'd 11/20/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Posterity Press ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 17 Nov. 2009

H J Poole

By: H.J. Poole

Title: Owner

ACKNOWLEDGMENT

STATE OF NC)
) ss.:
COUNTY OF Carteret)

BE IT REMEMBERED, that on this 17 day of Nov, 2009, before me, the subscriber, personally appeared H J. Poole, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the _____ of _____, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Karon G. Anderson
Notary Public
Com. exp. 7-28-2013

KARON G. ANDERSON
NOTARY PUBLIC
CARTERET COUNTY, NC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
53	ASSIGNMENT OF CLAIM	11/20/09			3448.88

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 20, 2009	1068	POSTERITY PRESS		3448.88

NC 1068

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 20, 2009

AMOUNT
$ 3448.88

Memo:

PAY TO THE ORDER OF: Three Thousand Four Hundred Forty-Eight and 88/100 Dollars

POSTERITY PRESS
PO BOX 5360
EMERALD ISLE, NC 28594

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001068⑈ ⑆064208165⑆00001169107 56⑈

NC 1068

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
53	ASSIGNMENT OF CLAIM	11/20/09			3448.88

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 20, 2009	1068	POSTERITY PRESS		3448.88

Scanned: 6/10/2010-2:40:07 PM

NC 1394

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
57	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2874.19

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1394	PENTON OVERSEAS, INC.		2874.19

NC 1394

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2874.19

Memo:

PAY TO THE ORDER OF: Two Thousand Eight Hundred Seventy-Four and 19/100 Dollars

PENTON OVERSEAS, INC.
1958 KELLOGG AVENUE
CARLSBAD., CA 92008-6581

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001394⑈ ⑆064208165⑆0000116910756⑈

NC 1394

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
57	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2874.19

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1394	PENTON OVERSEAS, INC.		2874.19

NORTHSHORE CAPITAL, LLC

6641

NO. 1384

DATE
Dec 23, 2010

AMOUNT
$ 2374.19

PAY TO THE ORDER OF
PENTICO OVERSEAS, INC.
1256 KELLOGG AVENUE
CARLSBAD, CA 92008-6581

Two Thousand Eight Hundred Seventy-Four and 19/100 Dollars

NORTHSHORE CAPITAL, LLC

NC 1393

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
58	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2636.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1393	PELICAN PUBLISHING CO		2636.00

BB&T
87-816/642

NC 1393

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2636.00

Memo:

PAY TO THE ORDER OF: Two Thousand Six Hundred Thirty-Six and 00/100 Dollars

PELICAN PUBLISHING CO
1000 BURMASTER STREET
GRETNA, LA 70053-2246

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001393⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1393

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
58	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2636.00

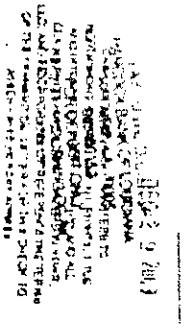
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1393	PELICAN PUBLISHING CO		2636.00

58

NORTHSHORE CAPITAL, LLC

$ 2638.00

PELICAN PUBLISHING CO
1000 BURMASTER STREET



54

rec'd 8/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, NEGOTIATION ADVICE INTERNATIONAL, LTD. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 17, 2009

By: Peter D. Johnston

Title: President / Director
Negotiation Advice
International, Ltd.

ACKNOWLEDGMENT

PROVINCE
~~STATE~~ OF)
BRITISH COLUMBIA) ss.:
~~COUNTY~~ OF)
CANADA

BE IT REMEMBERED, that on this 17 day of August, 2009, before me, the subscriber, personally appeared Peter D. Johnston, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President/Director of Negotiation Advice International Ltd, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he ~~or she~~ did acknowledge that he ~~or she~~ signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

Ryszard W. Winski
Barrister Solicitor Notary Public
Province of British Columbia Canada
318 Cook St. Victoria, BC V8V 3X6
(250) 385-4544

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
54	ASSIGNMENT OF CLAIM	8/21/09			3034.15

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1022	NEGOTIATION ADVICE INTERNATIONAL		3034.15

BB&T
87-816/642

NC 1022

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 3034.15

Memo:

PAY TO THE ORDER OF Three Thousand Thirty-Four and 15/100 Dollars

NEGOTIATION ADVICE INTERNATIONAL
15 LINDEN AVENUE
VICTORIA, BC V8V4C9
CANADA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001022⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1022

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
54	ASSIGNMENT OF CLAIM	8/21/09			3034.15

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1022	NEGOTIATION ADVICE INTERNATIONAL		3034.15

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

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07105

AUG 3 2009

(55)

rec'd 9/28/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, RONNIE SELLERS - CALENDARS ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount $2,984.55 as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: SEPTEMBER 22, 2009

Sellers Publishing

By: [signature]

Title: Account Manager

ACKNOWLEDGMENT

STATE OF MAINE)
) ss.:
COUNTY OF CUMBERLAND)

BE IT REMEMBERED, that on this 22 day of SEPTEMBER, 2009, before me, the subscriber, personally appeared LINDA R. DIEMER, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Assistant Manager of Sellers Publishing Inc and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Suzanne R. Serber
Notary Public
SUZANNE R. SERBER
Notary Public, Maine
My Commission Expires April 29, 2011

Recovery Summary Spreadsheet

SPORTS WRITERS LLC	$20,466.00		$6,811.29	
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$5,945.06	
LANGENSCHEIDT	$17,038.14		$5,670.46	
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$5,621.93	
ST.CLAIR	$16,612.01		$5,528.64	
MIDPOINT TRADE BOOKS	$17,305.75	$1,287.99	$5,330.87	
SOURCE BOOKS	$18,744.33	$3,462.02	$5,086.10	
YALE UNIVERSITY PRESS	$16,417.94	$2,078.10	$4,772.44	
HARCOURT BRACE & CO	$22,254.35	$8,205.97	$4,675.44	
IDEALS PUBLISCATIONS/GUID	$13,505.13	$1,937.80	$3,849.72	
PETER PAUPER PRESS INC	$15,047.78	$4,498.18	$3,511.01	
POSTERITY PRESS	$11,779.35	$1,416.43	$3,448.88	same-day
NEGOTIATION ADVICE INTERNATIONAL	$9,116.75		$3,034.15	cash
RONNIE SELLERS-CALENDARS debt	$8,967.73		$2,984.55	settlement
BROADMAN & HOLMAN PUBLISH	$11,986.79	$3,126.38	$2,948.83	
PENTON OVERSEAS, INC.	$10,219.97	$1,583.83	$2,874.19	
PELICAN PUBLISHING CO INC	$10,190.89	$2,270.44	$2,636.00	
KANSAS CITY STAR	$8,156.37	$581.92	$2,520.85	
RAGGS, LLC	$12,148.34	$4,950.19	$2,395.62	
PENFIELD BOOKS	$13,378.74	$6,190.71	$2,392.25	
AMERICAN BOOK CO 30PER CP	$8,254.85	$1,083.40	$2,386.73	
STRANG COMMUNICATION BOOK	$6,919.18	$13.49	$2,298.28	
GALAXY PRESS	$11,595.49	$4,690.22	$2,298.14	
SEAGATE PUBLISHING CO	$6,834.34	$24.95	$2,266.23	
GRAPHIQUE DE FRANCE	$6,407.72		$2,132.55	
CHELSEA GREEN PUBLISHING	$6,742.54	$612.21	$2,040.23	
WHITMAN PUBLISHING, LLC	$29,905.06	$23,806.27	$2,029.74	
KAPPA BOOKS, INC	$6,145.02	$134.70	$2,000.29	
KLUTZ	$5,892.25		$1,961.00	
LANG HOLDINGS	$5,838.54		$1,943.12	
TURNER PUBLISHING	$7,438.77	$1,637.97	$1,930.56	
LEATHERS PUBLISHING	$5,684.01	$322.65	$1,784.31	
MOTORBOOKS INTERNATIONAL	$5,401.97	$320.89	$1,691.03	
CLARK GROUP (THE)	$4,967.19		$1,653.13	
BYEWAY BOOKS, INC	$4,809.31	$111.67	$1,563.42	
I UNIVERSE	$6,481.76	$1,840.39	$1,544.69	
QUAIL RIDGE PRESS	$4,266.69		$1,420.00	
ZAGAT SURVEY	$3,979.32		$1,324.36	
UNIVERSITY OF CHICAGO PRESS	$3,937.70		$1,310.51	
BELLEROPHON BOOKS	$4,139.79	$311.86	$1,273.97	
FALCON PICTURE GROUP	$4,542.11	$999.76	$1,178.93	
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$1,118.00	
HOP, LLC	$3,312.49		$1,102.43	
MOODY PRESS	$4,054.48	$971.35	$1,026.10	

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
55	ASSIGNMENT OF CLAIM	9/29/09			2984.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 29, 2009	1054	RONNIE SELLERS CALENDARS		2984.55

BB&T
87-816/642

NC 1054

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 29, 2009

AMOUNT
$ 2984.55

Memo:

PAY TO THE ORDER OF Two Thousand Nine Hundred Eighty-Four and 55/100 Dollars

RONNIE SELLERS CALENDARS
161 JOHN ROBERTS ROAD
SOUTH PORTLAND, ME 04106

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001054⑈ ⑆064208165⑆00001169107 56⑈

NC 1054

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
55	ASSIGNMENT OF CLAIM	9/29/09			2984.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 29, 2009	1054	RONNIE SELLERS CALENDARS		2984.55

NORTHSHORE CAPITAL, LLC

NC 1365

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
59	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2520.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1365	KANSAS CITY STAR		2520.85

BB&T
87-816/642

NC 1365

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2520.85

Memo:

PAY TO THE ORDER OF: Two Thousand Five Hundred Twenty and 85/100 Dollars

KANSAS CITY STAR
1729 GRAND BLVD
KANSAS CITY, MO 64108

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001365⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1365

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
59	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2520.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1365	KANSAS CITY STAR		2520.85

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LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

NORTHSHORE CAPITAL, LLC

NO. 1305

DATE

AMOUNT

$ 2520.66

KANSAS CITY STAR

59

72
Book

12/20/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Turner Publishing Co., LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: DEC 15, 2009

By: TODD BOTTORFF

Title: PRESIDENT & PUBLISHER

ACKNOWLEDGMENT

STATE OF Tennessee)
) ss.:
COUNTY OF Davidson)

BE IT REMEMBERED, that on this 15th day of December, 2009, before me, the subscriber, personally appeared Todd Bottorff, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Turner Publishing, LLC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Meridith L. Hobbs
Notary Public

MERIDITH L. HOBBS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires NOV. 7, 2011

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
72	ASSIGNMENT OF CLAIM	12/21/09			1930.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1240	TURNER PUBLISHING		1930.56

BB&T
87-816/642

NC 1240

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 1930.56

Memo:

PAY THE ORDER OF: One Thousand Nine Hundred Thirty and 56/100 Dollars

TURNER PUBLISHING
200 4TH AVE NORTH
SUITE 950
NASHVILLE, TN 37219
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001240⑈ ⑆064208165⑆0000116910756⑈

NC 1240

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
72	ASSIGNMENT OF CLAIM	12/21/09			1930.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1240	TURNER PUBLISHING		1930.56

63

rec'd $2298.28
8/17/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Strang Communications ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 3/5/09

Joy Strang

By: Joy F. Strang

Title: Sec-Treas.

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss.:
COUNTY OF SEMINOLE)

BE IT REMEMBERED, that on this 5th day of AUGUST, 2009, before me, the subscriber, personally appeared Joy F. Strang, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Sec-Treas of STRANG COMMUNICATIONS and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Ruth L. Whitfield
Notary Public

RUTH L. WHITFIELD
MY COMMISSION # DD707754
EXPIRES: September 16, 2011
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
63	SETTLEMENT	8/17/09			2298.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 17, 2009	1011	STRANG COMMUNICATIONS BOOKS		2298.28

BB&T
87-816/642

NC 1011

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 17, 2009

AMOUNT
$ 2298.28

Memo:

PAY Two Thousand Two Hundred Ninety-Eight and 28/100 Dollars
TO THE ORDER OF

STRANG COMMUNICATIONS BOOKS
602 RINEHART RD
LAKE MARY, FL 32746

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001011⑈ ⑆064208165⑆00001169 10756⑈

NC 1011

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
63	SETTLEMENT	8/17/09			2298.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 17, 2009	1011	STRANG COMMUNICATIONS BOOKS		2298.28

65

rec'd 8/31/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Seagate Publishing Co. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 25, 2009

SEAGATE PUBLISHING CO.

By: _____

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss.:
COUNTY OF COLLIER)

BE IT REMEMBERED, that on this 26TH day of AUGUST, 2009, before me, the subscriber, personally appeared GALE DEAN FOSTER, JR. BEFORE ME, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the _____ of _____, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Margaret A. Nowak
Notary Public

MARGARET A. NOWAK
MY COMMISSION # DD 906869
EXPIRES: July 17, 2013
Bonded Thru Notary Public Underwriters

Recovery Summary Spreadsheet

SPORTS WRITERS LLC	$20,466.00		$6,811.29
ARCADIA PUBLISHING	$29,243.68	$11,380.46	$5,945.06
LANGENSCHEIDT	$17,038.14		$5,670.46
CUMBERLAND HOUSE PUB	$18,890.16	$1,997.85	$5,621.93
ST.CLAIR	$16,612.01		$5,528.64
MIDPOINT TRADE BOOKS	$17,305.75	$1,287.99	$5,330.87
SOURCE BOOKS	$18,744.33	$3,462.02	$5,086.10
YALE UNIVERSITY PRESS	$16,417.94	$2,078.10	$4,772.44
HARCOURT BRACE & CO	$22,254.35	$8,205.97	$4,675.44
IDEALS PUBLISCATIONS/GUID	$13,505.13	$1,937.80	$3,849.72
PETER PAUPER PRESS INC	$15,047.78	$4,498.18	$3,511.01
POSTERITY PRESS	$11,779.35	$1,416.43	$3,448.88
NEGOTIATION ADVICE INTERNATIONAL	$9,116.75		$3,034.15
RONNIE SELLERS-CALENDARS	$8,967.73		$2,984.55
BROADMAN & HOLMAN PUBLISH	$11,986.79	$3,126.38	$2,948.83
PENTON OVERSEAS, INC.	$10,219.97	$1,583.83	$2,874.19
PELICAN PUBLISHING CO INC	$10,190.89	$2,270.44	$2,636.00
KANSAS CITY STAR	$8,156.37	$581.92	$2,520.85
RAGGS, LLC	$12,148.34	$4,950.19	$2,395.62
PENFIELD BOOKS	$13,378.74	$6,190.71	$2,392.25
AMERICAN BOOK CO 30PER CP	$8,254.85	$1,083.40	$2,386.73
STRANG COMMUNICATION BOOK	$6,919.18	$13.49	$2,298.28
GALAXY PRESS	$11,595.49	$4,690.22	$2,298.14
SEAGATE PUBLISHING CO	$6,834.34	$24.95	$2,266.23
GRAPHIQUE DE FRANCE	$6,407.72		$2,132.55
CHELSEA GREEN PUBLISHING	$6,742.54	$612.21	$2,040.23
WHITMAN PUBLISHING, LLC	$29,905.06	$23,806.27	$2,029.74
KAPPA BOOKS, INC	$6,145.02	$134.70	$2,000.29
KLUTZ	$5,892.25		$1,961.00
LANG HOLDINGS	$5,838.54		$1,943.12
TURNER PUBLISHING	$7,438.77	$1,637.97	$1,930.56
LEATHERS PUBLISHING	$5,684.01	$322.65	$1,784.31
MOTORBOOKS INTERNATIONAL	$5,401.97	$320.89	$1,691.03
CLARK GROUP (THE)	$4,967.19		$1,653.13
BYEWAY BOOKS, INC	$4,809.31	$111.67	$1,563.42
I UNIVERSE	$6,481.76	$1,840.39	$1,544.69
QUAIL RIDGE PRESS	$4,266.69		$1,420.00
ZAGAT SURVEY	$3,979.32		$1,324.36
UNIVERSITY OF CHICAGO PRESS	$3,937.70		$1,310.51
BELLEROPHON BOOKS	$4,139.79	$311.86	$1,273.97
FALCON PICTURE GROUP	$4,542.11	$999.76	$1,178.93
BLUE MOUNTAIN ARTS	$3,365.09	$5.83	$1,118.00
HOP, LLC	$3,312.49		$1,102.43
MOODY PRESS	$4,054.48	$971.35	$1,026.10

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
65	ASSIGNMENT OF CLAIM	9/1/09			2266.23

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1039	SEAGATE PUBLISHING CO		2266.23

NC 1039

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 1, 2009

AMOUNT
$ 2266.23

Memo:

PAY TO THE ORDER Two Thousand Two Hundred Sixty-Six and 23/100 Dollars

SEAGATE PUBLISHING CO
PO BOX 11911
NAPLES, FL 34101-1911

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001039⑈ ⑆064208165⑆0000116910756⑈

NC 1039

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
65	ASSIGNMENT OF CLAIM	9/1/09			2266.23

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1039	SEAGATE PUBLISHING CO		2266.23

77

11/13/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, iUniverse, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11-1-09

iUniverse, Inc.

By: _____

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Indiana)
) ss.:
COUNTY OF Lawrence)

BE IT REMEMBERED, that on this 1 day of November, 2009, before me, the subscriber, personally appeared Kevin Gregory, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of iUniverse, Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Lana M Verhines
Notary Public Seal State of Indiana
Lawrence County
My Commission Expires 08/28/2015

Lana M Verhines
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
77	ASSIGNMENT OF CLAIM	11/16/09			1544.69

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 16, 2009	1065	I UNIVERSE, INC		1544.69

BB&T
87-816/642

NC 1065

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 16, 2009

AMOUNT
$ 1544.69

Memo:

PAY One Thousand Five Hundred Forty-Four and 69/100 Dollars
TO THE ORDER OF:

I UNIVERSE, INC
1663 LIBERTY DRIVE
SUITE 300
BLOOMINGTON, IN 47403

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001065⑈ ⑆064208165⑆0000116910756⑈

NC 1065

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
77	ASSIGNMENT OF CLAIM	11/16/09			1544.69

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 16, 2009	1065	I UNIVERSE, INC		1544.69

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
70	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1961.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1370	KLUTZ PRESS		1961.00

NC 1370

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1961.00

Memo:

PAY TO THE ORDER OF: One Thousand Nine Hundred Sixty-One and 00/100 Dollars

KLUTZ PRESS
P O BOX 34633
NEWARK, NJ 7189
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001370⑈ ⑆064208165⑆0000116910756⑈

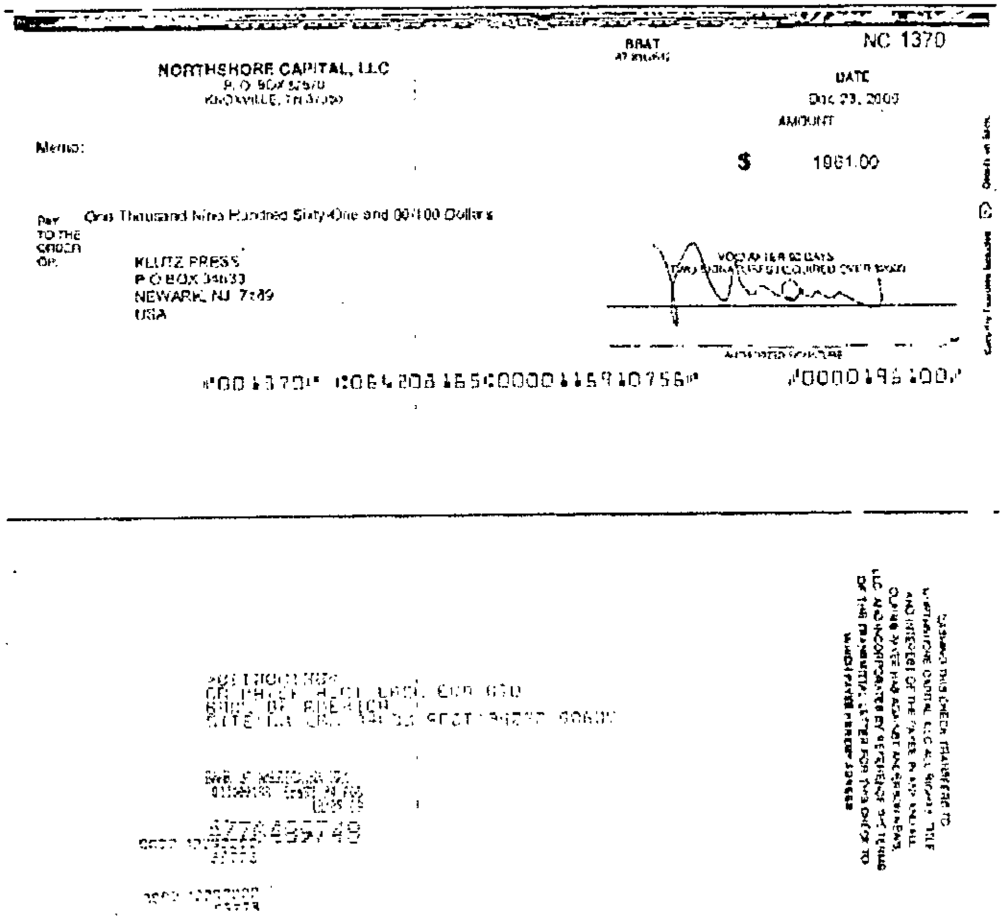
NC 1370

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
70	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1961.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1370	KLUTZ PRESS		1961.00

70



NC 1370

BRAT

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT

Memo:

$ 1961.00

Pay One Thousand Nine Hundred Sixty-One and 00/100 Dollars

TO THE ORDER OF:
KLUTZ PRESS
P O BOX 34633
NEWARK NJ 7189
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $5000

AUTHORIZED SIGNATURE

⑈001370⑈ ⑆064208165⑆0000115910756⑈ ⑈0000196100⑈

477645749

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74

rec'd 9/8/09 $1691.03

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Motebooks International ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 9/2/09

Motorbooks International

By: Lisa M Stamel

Title: CFO

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

BE IT REMEMBERED, that on this 2 day of Sept, 2009, before me, the subscriber, personally appeared Lisa Stamets, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of Motorbooks Int'l, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Janice K. Crawford
Notary Public

JANICE K CRAWFORD
Notary Public
Minnesota
My Comm. Expires Jan 31, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
74	ASSIGNMENT OF CLAIM	9/9/09			1691.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 9, 2009	1045	MOTORBOOKS INTERNATIONAL		1691.03

BB&T
87-816/642

NC 1045

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 9, 2009

AMOUNT
$ 1691.03

Memo:

PAY THE ORDER OF: One Thousand Six Hundred Ninety-One and 03/100 Dollars

MOTORBOOKS INTERNATIONAL
729 PROSPECT AVENUE
OSCEOLA WI 54020-0001

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001045⑈ ⑆064208165⑆00001169107 56⑈

NC 1045

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
74	ASSIGNMENT OF CLAIM	9/9/09			1691.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 9, 2009	1045	MOTORBOOKS INTERNATIONAL		1691.03

75

rec'd 8/24/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, The Clark Group ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Aug. 18, 2009

Robert G. Clark

By: Robert G. Clark

Title: CEO

ACKNOWLEDGMENT

STATE OF Kentucky)
) ss.:
COUNTY OF Fayette)

BE IT REMEMBERED, that on this 18th day of August, 2009, before me, the subscriber, personally appeared Robert G. Clark, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the C.E.O of The Clark Group, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Lisa Dacci Clark
Notary Public
My commission expires: 11-12-11

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
75	ASSIGNMENT OF CLAIM	8/26/09			1653.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 26, 2009	1027	THE CLARK GROUP		1653.13

BB&T
87-816/642

NC 1027

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 26, 2009

AMOUNT
$ 1653.13

Memo:

PAY THE ORDER OF: One Thousand Six Hundred Fifty-Three and 13/100 Dollars

THE CLARK GROUP
PO BOX 34102
LEXINGTON, KY 40588-4102

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001027⑈ ⑆064208165⑆0000116910756⑈

NC 1027

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
75	ASSIGNMENT OF CLAIM	8/26/09			1653.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 26, 2009	1027	THE CLARK GROUP		1653.13

82

MCD 10/29/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Falcon Picture Corp ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 10-14-09

By: CARL ANSARI

Title: PRESIDENT

Lynn A. Nyenhuis

OFFICIAL SEAL
LYNN A NYENHUIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/08/11

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 19th day of October, 2009, before me, the subscriber, personally appeared CARI Amari, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CEO of Falcon Picture Group and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Lynn A. Nyenhuis
Notary Public

OFFICIAL SEAL
LYNN A NYENHUIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/06/11

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
82	ASSIGNMENT OF CLAIM	10/30/09			1178.93

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 30, 2009	1060	FALCON PICTURE GROUP		1178.93

NC 1060

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Oct 30, 2009

AMOUNT
$ 1178.93

Memo:

PAY TO THE ORDER OF One Thousand One Hundred Seventy-Eight and 93/100 Dollars

FALCON PICTURE GROUP
974 ESTES COURT
SCHAUNBURG, IL 60193

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001060⑈ ⑆064208165⑆0000116910756⑈

NC 1060

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
82	ASSIGNMENT OF CLAIM	10/30/09			1178.93

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Oct 30, 2009	1060	FALCON PICTURE GROUP		1178.93

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
131	DUE TO/(FROM) ANDERSON NEWS	12/16/09			561.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1269	NOT AT HOME PUBLISHING		561.37

NC 1269

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 561.37

Memo:

PAY TO THE ORDER OF: Five Hundred Sixty-One and 37/100 Dollars

NOT AT HOME PUBLISHING
8 CATAMOUNT LANE
LITTLETON, CO 80127
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001269⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1269

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
131	DUE TO/(FROM) ANDERSON NEWS	12/16/09			561.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1269	NOT AT HOME PUBLISHING		561.37

NORTHSHORE CAPITAL, LLC

NC 1089

DATE
Dec. 21, 2004

$ 561.37

NOT AT HOME PUBLISHING

Deposit Only
Not Home Yet Publishing
Acct # 004-9730371

131

78

rec'd 8/28/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Quail Ridge Press ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/7/09

STATE OF MISSISSIPPI
TERRI SANCHAGRIN
ID No 49259
NOTARY PUBLIC
Comm Expires May 21, 2013
RANKIN COUNTY

Terresa Ray

By: Terresa Ray

Title: Director of Operations

ACKNOWLEDGMENT

STATE OF Mississippi)
) ss.:
COUNTY OF Rankin)

BE IT REMEMBERED, that on this 7th day of August, 2009, before me, the subscriber, personally appeared Terresa Ray, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Director of Operations of Quailridge Press, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Terri Sanchagrin
Notary Public

STATE OF MISSISSIPPI
TERRI SANCHAGRIN
ID No
49259
NOTARY PUBLIC
Comm Expires
May 21, 2013
RANKIN COUNTY

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
78	ASSIGNMENT OF CLAIM	8/28/09			1420.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 28, 2009	1034	QUAIL RIDGE PRESS		1420.00

NC 1034

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 28, 2009

AMOUNT
$ 1420.00

Memo:

PAY TO THE ORDER One Thousand Four Hundred Twenty and 00/100 Dollars

QUAIL RIDGE PRESS
PO BOX 123
BRANDON, MS 39043

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001034⑈ ⑆064208165⑆00001169107 56⑈

NC 1034

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
78	ASSIGNMENT OF CLAIM	8/28/09			1420.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 28, 2009	1034	QUAIL RIDGE PRESS		1420.00

81

Rec'd 11/30/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bellerophon Books ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/20/09

Bellerophon Books

By: Ellen Kuin

Title: Owner

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SANTA BARBARA

BE IT REMEMBERED, that on this 21 day of NOVEMBER, 2009, before me, the subscriber, personally appeared ELLEN KNELL, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the OWNER OF of BELLEROPHON BOOKS, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

JASON DAVID HAUT
Commission # 1869872
Notary Public - California
Santa Barbara County
My Comm. Expires Oct 31, 2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
81	ASSIGNMENT OF CLAIM	12/1/09			1273.97

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1073	BELLEROPHON BOOKS		1273.97

NC 1073

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 1, 2009

AMOUNT
$ 1273.97

Memo:

PAY THE ORDER OF: One Thousand Two Hundred Seventy-Three and 97/100 Dollars

BELLEROPHON BOOKS
PO BOX 21307
SANTA BARBARA, CA 93121

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001073⑈ ⑆064208165⑆0000116910756⑈

NC 1073

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
81	ASSIGNMENT OF CLAIM	12/1/09			1273.97

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1073	BELLEROPHON BOOKS		1273.97

85

ASSIGNMENT OF CLAIM

rec'd 8/31/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Moody Bible Institute/dba Moody Press ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 20, 2009

The Moody Bible Institute, a/k/a Moody Press

By: Stephen A. Oakley

Title: General Counsel

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

BE IT REMEMBERED, that on this 20 day of August, 2009, before me, the subscriber, personally appeared Stephen A. Oakley, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the General Counsel of The Moody Bible Institute d/b/a Moody Press, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Cassandrea Blakely
Notary Public

OFFICIAL SEAL
CASSANDREA BLAKELY
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/08/13

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
85	ASSIGNMENT OF CLAIM	9/1/09			1026.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1037	MOODY PRESS		1026.10

NC 1037

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 1, 2009

AMOUNT
$ 1026.10

Memo:

PAY TO THE ORDER One Thousand Twenty-Six and 10/100 Dollars

MOODY PRESS
820 N. LASALLE BLVD.
CHICAGO, IL 60610

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001037⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1037

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
85	ASSIGNMENT OF CLAIM	9/1/09			1026.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1037	MOODY PRESS		1026.10

(79)

Recd 8/17/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Tassel Survey LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/10/09

Zazzt Survey LLC

By: [signature]

Title: Director of Financial Reporting

ACKNOWLEDGMENT

STATE OF New York)
) ss.:
COUNTY OF New York)

BE IT REMEMBERED, that on this 10 day of Aug, 2009, before me, the subscriber, personally appeared Judy Zirkovich, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Director of Financial Mgt of Zagat Survey LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

8/10/09

Suzanne Rickard
Notary Public

SUZANNE RICKARD
Notary Public of New York
No. 01RI6144384
Qualified in New York County
My Commission Expires April 24, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
79	SETTLEMENT	8/13/09			1324.36

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 13, 2009	1007	ZAGAT SURVEY		1324.36

NC 1007

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 13, 2009

AMOUNT
$ 1324.36

Memo:

PAY TO THE ORDER OF One Thousand Three Hundred Twenty-Four and 36/100 Dollars

ZAGAT SURVEY
4 COLUMBUS CIRCLE
NEW YORK, NY 10019

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001007⑈ ⑆064208165⑆0000116910756⑈

NC 1007

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
79	SETTLEMENT	8/13/09			1324.36

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 13, 2009	1007	ZAGAT SURVEY		1324.36

(80)

rec'd 8/18/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, University of Chicago Press ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 4 2009

By: Nicholas Cole

Title: Accounts Receivable Manager

ACKNOWLEDGMENT

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

BE IT REMEMBERED, that on this 4th day of August, 2009, before me, the subscriber, personally appeared Nicholas Cole, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Accounts Receivable Manager of University of Chicago Press and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Susan A. Tranchita
Notary Public

OFFICIAL SEAL
SUSAN A TRANCHITA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/17/10

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
80	ASSIGNMENT OF CLAIM	8/18/09			1310.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 18, 2009	1015	UNIVERSITY OF CHICAGO PRESS		1310.51

NC 1015

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 18, 2009

AMOUNT
$ 1310.51

Memo:

PAY TO THE ORDER OF One Thousand Three Hundred Ten and 51/100 Dollars

UNIVERSITY OF CHICAGO PRESS
11030 SOUTH LANGLEY AVENUE
CHICAGO, IL 60628

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001015⑈ ⑆064208165⑆00001169 10756⑈

NC 1015

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
80	ASSIGNMENT OF CLAIM	8/18/09			1310.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 18, 2009	1015	UNIVERSITY OF CHICAGO PRESS		1310.51

(83)

rcc'd 9/8/09

1118.00

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Blue Mountain Arts, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 9/1/09

Blue Mountain Arts, Inc.

By: Cathy Catanzaro

Title: Director of Operations

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 1 day of September, 2009, before me, the subscriber, personally appeared Cathy Catanzaro, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Director of Operations of Blue Mountain Arts Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
83	ASSIGNMENT OF CLAIM	9/9/09			1118.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 9, 2009	1043	BLUE MOUNTAIN ARTS, INC		1118.00

NC 1043

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 9, 2009

AMOUNT
$ 1118.00

Memo:

PAY TO THE ORDER OF: One Thousand One Hundred Eighteen and 00/100 Dollars

BLUE MOUNTAIN ARTS, INC
PO BOX 4549
BOULDER, CO 80306

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001043⑈ ⑆064208165⑆0000116910756⑈

NC 1043

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
83	ASSIGNMENT OF CLAIM	9/9/09			1118.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 9, 2009	1043	BLUE MOUNTAIN ARTS, INC		1118.00

101

rec'd 8/27/09
$541.63

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bilingual Books, Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/20/2009

Anna G. Baller

By: Anna G. Baller

Title: Secretary-Treasurer

ACKNOWLEDGMENT

STATE OF WA)
) ss.:
COUNTY OF King)

BE IT REMEMBERED, that on this 21st day of August, 2009, before me, the subscriber, personally appeared Anna G Baller, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Secretary-Treasurer of Bilingual Books, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

T. Tavanaee
Notary Public

TARANEH TAVANAEE
COMM
NOTARY
PUBLIC
FEBRUARY
STATE OF WASHINGTON

Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	$1,804.36		$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP.	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,036.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
101	ASSIGNMENT OF CLAIM	8/27/09			591.63

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 27, 2009	1031	BILINGUAL BOOKS, INC		591.63

BB&T
87-816/642

NC 1031

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 27, 2009

AMOUNT
$ 591.63

Memo:

PAY TO THE ORDER Five Hundred Ninety-One and 63/100 Dollars

BILINGUAL BOOKS, INC
1719 W. NICKERSON STAST
SEATTLE , WA 98119

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001031⑈ ⑆064208165⑆00001169107 56⑈

NC 1031

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
101	ASSIGNMENT OF CLAIM	8/27/09			591.63

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 27, 2009	1031	BILINGUAL BOOKS, INC		591.63

NORTHSHORE CAPITAL, LLC

NC 1350

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
91	DUE TO/(FROM) ANDERSON NEWS	12/23/09			827.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1350	GOOD BOOKS		827.95

BB&T
87-616/642

NC 1350

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 827.95

Memo:

PAY TO THE ORDER OF: Eight Hundred Twenty-Seven and 95/100 Dollars

GOOD BOOKS
P.O. BOX 419
INTERCOURSE, PA 17534

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001350⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1350

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
91	DUE TO/(FROM) ANDERSON NEWS	12/23/09			827.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1350	GOOD BOOKS		827.95

BB&T

NC 1350

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT

$ 827.95

Memo:

PAY TO THE ORDER OF: Eight Hundred Twenty-Seven and 95/100 Dollars

GOOD BOOKS
P.O. BOX 419
INTERCOURSE, PA 17534

VOID AFTER 90 DAYS
WORKMANSHIP REQUIRED OVER $500

91

⑆001350⑆ ⑆064206165⑈0000116910750⑈

CASHING THIS CHECK INDICATES TO NORTHSHORE CAPITAL, LLC THAT ALL RIGHT, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST NORTHSHORE CAPITAL, LLC AND INCORPORATES BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO WHICH PAYEE REFERS IN ADDRESS

Good Books
For Deposit Only

86 Book

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Crayola LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/22/09

CRAYCON LLC

By: [illegible]

Title: ASST. TREASURER

ACKNOWLEDGMENT

STATE OF PA.)
) ss.:
COUNTY OF Northampton)

BE IT REMEMBERED, that on this 22nd day of December, 2009, before me, the subscriber, personally appeared Morgan Whitebread, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Assistant Treasurer of Crayola, LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Bonita M. Zucal
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Bonita M. Zucal, Notary Public
City of Easton, Northampton County
My Commission Expires Aug. 10, 2013
Member, Pennsylvania Association of Notaries

NC 1335

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
86	DUE TO/(FROM) ANDERSON NEWS	12/23/09			980.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1335	CRAYOLA, LLC.		980.22

NC 1335

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 980.22

Memo:

PAY Nine Hundred Eighty and 22/100 Dollars
TO THE ORDER OF:

CRAYOLA, LLC.
P.O. BOX 93210
CHICAGO, IL 60673-3210

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001335⑈ ⑆064208165⑆0000116910756⑈

NC 1335

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
86	DUE TO/(FROM) ANDERSON NEWS	12/23/09			980.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1335	CRAYOLA, LLC.		980.22

86

NORTHSHORE CAPITAL LLC

NO. 1335

DATE
Dec 28, 2009

AMOUNT
$ 960.29

PAY Nine Hundred Eighty and 29/100 Dollars

TO THE ORDER OF
CHAVOLA, LLC.
P.O. BOX 93210
CHICAGO, IL 60673-0210

VOID AFTER 60 DAYS

⑈001335⑈ ⑆071000013⑆ 208165⑈00001169⑈0756⑈ 2000000960 29

JPMORGANCHASE BK NA
122000 >0748098
96173883 0093319
00051434 056

89

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, FULCRUM PUBLISHING, INC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement. .

Dated: Dec 14 2009

Charlotte F Baron
FulcRum Publishing, Inc.
By: CHARLOTTE F BARON
Title: TREASURER

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 14th day of Dec, 2009, before me, the subscriber, personally appeared CHARLOTTE F BARON, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the TREASURER of FULCRUM, INC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

MARY LOU LAZO
NOTARY
PUBLIC
STATE OF COLORADO
My Commission Expires 7/16/2013

Mary Lou Lazo
Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
89	ASSIGNMENT OF CLAIM	12/17/09			919.14

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 17, 2009	1232	FULCRUM PUBLISHING		919.14

NC 1232

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 17, 2009

AMOUNT
$ 919.14

Memo:

PAY Nine Hundred Nineteen and 14/100 Dollars
HE
ER
OF:

FULCRUM PUBLISHING
4690 TABLE MOUNTAIN DRIVE
STE 100
GOLDEN, CO 80403

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001232⑈ ⑆064208165⑆0000116910756⑈

NC 1232

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
89	ASSIGNMENT OF CLAIM	12/17/09			919.14

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 17, 2009	1232	FULCRUM PUBLISHING		919.14

89

RBAT

NC 1232

NORTHSHORE CAPITAL, LLC
P. O. BOX 5970
KNOXVILLE, TN 37950

DATE
Dec 17, 2009

AMOUNT
$ 919.14

Memo:

PAY TO THE ORDER OF Nine Hundred Nineteen and 14/100 Dollars

FULCRUM PUBLISHING
4690 TABLE MOUNTAIN DRIVE
STE 100
GOLDEN, CO 80403

VOID AFTER 90 DAYS

⑈001232⑈ ⑆064200165⑆0000118910756⑈

Scanned: 6/10/2010-2:41:21 PM

NORTHSHORE CAPITAL, LLC

NC 1321

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
13M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1979.71
90	DUE TO/(FROM) ANDERSON NEWS	12/23/09			897.09

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1321	ANTHEM PUBLISHING- BOOKS		2876.80

BB&T
87-816/642

NC 1321

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2876.80

Memo:

P Two Thousand Eight Hundred Seventy-Six and 80/100 Dollars
T
ORDER
OF:

ANTHEM PUBLISHING- BOOKS
7101 COLLEGE BLVD #1150
OVERLAND PARK, KS 66210
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001321⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1321

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
13M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1979.71
90	DUE TO/(FROM) ANDERSON NEWS	12/23/09			897.09

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1321	ANTHEM PUBLISHING- BOOKS		2876.80

90

NORTHSHORE CAPITAL LLC

NO. 1321

DATE

$ 2678.00

PAY TO THE ORDER OF

ANTHEM PLUMBING SERVICE
7161 COLLEGE DEVONTE DR
CLEVELAND PARK, OH 44211
USA

Credited to Acct
Debit Card Deposit

NORTHSHORE CAPITAL, LLC

NC 1347

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
94	DUE TO/(FROM) ANDERSON NEWS	12/23/09			763.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1347	GIBBS SMITH		763.02

BB&T
87-816/642

NC 1347

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 763.02

Memo:

PAY TO THE ORDER OF Seven Hundred Sixty-Three and 02/100 Dollars

GIBBS SMITH
96 WEST GENTILE
PO BOX 667
LAYTON, UT 84041

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001347⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1347

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
94	DUE TO/(FROM) ANDERSON NEWS	12/23/09			763.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1347	GIBBS SMITH		763.02

94

NORTHSHORE CAPITAL, LLC

DATE

$

93

Rec'd 8/18/09 $766.17

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Stephens Press, LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: August 13, 2009

Stephens Press, LLC

By: Carolyn Ulbe

Title: President

Carolyn Ulbe

Exhibit B

Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	$1,804.36		$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP.	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,096.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,008.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

ACKNOWLEDGMENT

STATE OF Nevada)
) ss.:
COUNTY OF Clark).

BE IT REMEMBERED, that on this 13th day of August, 2009, before me, the subscriber, personally appeared Carolyn Uber, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Stephens Press, LLC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

ANA QUIQUIVIX-MARTINEZ
Notary Public State of Nevada
No. 05-94128-1
My appt. exp. Dec. 13, 2012

Ana Quiquivix-Martinez
Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
93	ASSIGNMENT OF CLAIM	8/18/09			766.17

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 18, 2009	1014	STEPHENS PRESS, LLC		766.17

BB&T
87-816/642

NC 1014

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 18, 2009

AMOUNT
$ 766.17

Memo:

PAY TO THE ORDER OF Seven Hundred Sixty-Six and 17/100 Dollars

STEPHENS PRESS, LLC
PO BOX 1600
LAS VEGAS , NV 89125

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001014⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1014

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
93	ASSIGNMENT OF CLAIM	8/18/09			766.17

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 18, 2009	1014	STEPHENS PRESS, LLC		766.17

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
102	DUE TO/(FROM) ANDERSON NEWS	12/23/09			583.77

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1328	CHARLESBRIDGE PUBLISHING		583.77

NC 1328

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 583.77

Memo:

PAY TO THE ORDER OF: Five Hundred Eighty-Three and 77/100 Dollars

CHARLESBRIDGE PUBLISHING
ATTN: LISA MOSHER
85 MAIN STREET
WATERTOWN, MA 2472

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001328⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1328

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
102	DUE TO/(FROM) ANDERSON NEWS	12/23/09			583.77

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1328	CHARLESBRIDGE PUBLISHING		583.77

102

NC 1328

NORTHSHORE CAPITAL LLC

DATE

$ 503.77

Five Hundred Eighty-Three and 77/100 Dollars

CHAR JESSE DUFFIELD JOHNS
ATTN: LISA MOSHER
85 MAIN STREET

NORTHSHORE CAPITAL, LLC

NC 1392

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
95	DUE TO/(FROM) ANDERSON NEWS	12/23/09			667.84

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1392	PATHWAY BOOK SERVICE		667.84

BB&T
87-816/642

NC 1392

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 667.84

Memo:

PAY TO THE ORDER OF: Six Hundred Sixty-Seven and 84/100 Dollars

PATHWAY BOOK SERVICE
4 WHITE BROOK ROAD
GILSUM, NH 3448
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001392⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1392

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
95	DUE TO/(FROM) ANDERSON NEWS	12/23/09			667.84

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1392	PATHWAY BOOK SERVICE		667.84

95

NC 1392

NORTHSHORE CAPITAL, LLC

DATE

$ 967.84

PATHWAY BOOK SERVICE

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
113	DUE TO/(FROM) ANDERSON NEWS	12/23/09			344.19

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1405	SCHOLASTIC LIBRARY		344.19

BB&T
87-816/642

NC 1405

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 344.19

Memo:

Three Hundred Forty-Four and 19/100 Dollars

PAY TO THE ORDER OF:
SCHOLASTIC LIBRARY
P.O. BOX 34573
NEWARK, NJ 7189

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001405⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1405

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
113	DUE TO/(FROM) ANDERSON NEWS	12/23/09			344.19

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1405	SCHOLASTIC LIBRARY		344.19

113

NC 1405

NORTHSHORE CAPITAL, LLC
P.O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 344.19

Memo:

PAY TO THE ORDER OF: Three Hundred Forty-Four and 19/100 Dollars

SCHOLASTIC LIBRARY
P.O. BOX 94573
NEWARK, NJ 7189

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $500

AUTHORIZED SIGNATURE

⑈001405⑈ ⑆064208165⑆000001169107566⑈ ⑈00000344.19⑈

CARRIER PIG CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS MADE FOR AGAINST NORTHSHORE LLC AND INCORPORATED BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO NORTHSHORE CAPITAL, LLC

DR FHTLF ACCT CHCK FND GTO
BANK OF AMERICA
SITE:NJ LB:34573 ACCT:9479768473

0043

NORTHSHORE CAPITAL, LLC

NC 1390

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
104	DUE TO/(FROM) ANDERSON NEWS	12/23/09			496.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1390	OXFORD UNIVERSITY PRESS		496.13

BB&T
87-816/642

NC 1390

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 496.13

Memo:

PAY TO THE ORDER OF: Four Hundred Ninety-Six and 13/100 Dollars

OXFORD UNIVERSITY PRESS
2001 EVANS ROAD
CAREY, NC 27513

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001390⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1390

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
104	DUE TO/(FROM) ANDERSON NEWS	12/23/09			496.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1390	OXFORD UNIVERSITY PRESS		496.13

NC 1390

NORTHSHORE CAPITAL, LLC

DATE

Dec 20, 2006

$ 495.00

CAPITAL UNIVERSITY PRESS
300 EVANS ROAD
CARY, NC 27513

⑆031300⑈ ⑆054008165⑈0000041697075⑉

98

MC'd 8/31/09
(no inventory)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Alicia Thompson / NARPRESS ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/24/09

By: ALICIA DURBIN-THOMPSON

Title: DIRECTOR OF FINANCE

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 24th day of August, 2009, before me, the subscriber, personally appeared Alicia Duren-Thompson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Finance Director of Nar Press, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

Exhibit B

Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	[illegible]		[illegible]
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,086.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

[illegible] of the dollar.

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
98	ASSIGNMENT OF CLAIM	9/1/09			600.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1038	NAVPRESS		600.51

NC 1038

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 1, 2009

AMOUNT
$ 600.51

Memo:

PAY TO THE ORDER Six Hundred and 51/100 Dollars

NAVPRESS
PO BOX 35003
COLORADO SPRINGS, CO 80905

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001038⑈ ⑆064208165⑆0000116910756⑈

NC 1038

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
98	ASSIGNMENT OF CLAIM	9/1/09			600.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1038	NAVPRESS		600.51

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

Scanned: 6/10/2010-2:41:33 PM

99 NCU 8/10/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Junior League of Denver ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

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This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/6/09

Junior League of Denver Inc

By: Graciano Wee

Title: Controller - JLD

JUNIOR LEAGUE OF DENVER
Women building better communities

GRACIANO WEE
Controller

6300 E. Yale Avenue, Denver, CO 80222-7184
direct T 303.692.0270 x109 T 303.692.0270 F 303.753.6846
gwee@jld.org www.jld.org

A member of The Association of Junior Leagues International Inc

Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	$1,804.36		$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP.	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,036.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.:
COUNTY OF DENVER)

BE IT REMEMBERED, that on this 6th day of August, 2009, before me, the subscriber, personally appeared GRACIANO [illegible], who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Controller of Junior League of Denver, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Patricia A. [illegible]
Notary Public
My commission expires
2/24/13

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
081009	SETTLEMENT	8/10/09			595.74

99

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 10, 2009	1006	JUNIOR LEAGUE OF DENVER INC		595.74

NC 1006

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 10, 2009

AMOUNT
$ 595.74

Memo:

PAY TO THE ORDER Five Hundred Ninety-Five and 74/100 Dollars

JUNIOR LEAGUE OF DENVER INC
6300 EAST YALE AVE
STE 110
DENVER, CO 80222

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001006⑈ ⑆064208165⑆0000116910756⑈

NC 1006

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
081009	SETTLEMENT	8/10/09			595.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 10, 2009	1006	JUNIOR LEAGUE OF DENVER INC		595.74

100
Book
12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Educational Dev. Corp/ Kane/Miller ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-14-09

Marilyn Pinney

By: Marilyn Pinney

Title: Controller

ACKNOWLEDGMENT

STATE OF Oklahoma)
) ss.:
COUNTY OF Tulsa)

BE IT REMEMBERED, that on this 14th day of Dec, 2009, before me, the subscriber, personally appeared Marilyn Pinney, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Controller of Educ. Dev. Corp., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Kris A. Shipman
Notary Public

#02015729

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
100	ASSIGNMENT OF CLAIM	12/16/09			594.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 16, 2009	1230	EDUCATIONAL DEVELOPMENT CORP		594.62

NC 1230

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 16, 2009

AMOUNT
$ 594.62

Memo:

PAY Five Hundred Ninety-Four and 62/100 Dollars
HE
ER
OF:

EDUCATIONAL DEVELOPMENT CORP
PO BOX 472037
TULSA, OK 74147-2037

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001230⑈ ⑆064208165⑆0000116910756⑈

NC 1230

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
100	ASSIGNMENT OF CLAIM	12/16/09			594.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 16, 2009	1230	EDUCATIONAL DEVELOPMENT CORP		594.62

NORTHSHORE CAPITAL, LLC
P.O. BOX 52570
KNOXVILLE, TN 37950

BB&T
57-816/642

NC 1230

DATE
Dec 10, 2009

AMOUNT
$ 594.02

Memo

Pay Five Hundred Ninety-Four and 02/100 Dollars
TO THE ORDER OF

FOUCART ORAL DEVELOPMENT CORP
PO BOX 47037
TULSA, OK 74147-7037

AUTHORIZED SIGNATURE
TWO SIGNATURES REQUIRED OVER $500

⑈001230⑈ ⑆064208165⑆0000011690756⑈

100

106

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, INTERLINK PUBLISHING ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: October 24 2009

By: Michel Moushabeck

Title: President

ACKNOWLEDGMENT

STATE OF Massachusetts)
) ss.:
COUNTY OF Hampshire)

BE IT REMEMBERED, that on this 26th day of October, 2009, before me, the subscriber, personally appeared Michel Moushabeck, who, being by me duly sworn on his or ~~her~~ oath, deposed and made proof to my satisfaction that he or she is the President of Interlink Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Damaris Samuels
Notary Public

DAMARIS SAMUELS
MY COMMISSION EXPIRES APRIL 02, 2016
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
106	ASSIGNMENT OF CLAIM	12/1/09			455.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1074	INTERLINK PUBLISHING		455.58

BB&T
87-816/642

NC 1074

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 1, 2009

AMOUNT
$ 455.58

Memo:

PAY THE ORDER OF: Four Hundred Fifty-Five and 58/100 Dollars

INTERLINK PUBLISHING
46 CROSBY STREET
NORTH HAMPTON, MA 01060

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001074⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1074

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
106	ASSIGNMENT OF CLAIM	12/1/09			455.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1074	INTERLINK PUBLISHING		455.58

(103)

Rec'd 11/13/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, AuthorHouse, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11-1-09

Author House, Inc.

By: _____

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF Indiana)
) ss.:
COUNTY OF Lawrence)

BE IT REMEMBERED, that on this 1 day of November, 2009, before me, the subscriber, personally appeared Kevin Gregory, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of Authorhouse, Inc., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

No[illegible] [illegible]iana
My [illegible] 2015

Lana M Vechin
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
103	ASSIGNMENT OF CLAIM	11/16/09			500.49

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 16, 2009	1064	AUTHORHOUSE, INC		500.49

NC 1064

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 16, 2009

AMOUNT
$ 500.49

Memo:

PAY THE ORDER OF: Five Hundred and 49/100 Dollars

AUTHORHOUSE, INC
1663 LIBERTY DRIVE
BLOOMINGTON, IN 47403

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001064⑈ ⑆064208165⑆0000116910756⑈

NC 1064

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
103	ASSIGNMENT OF CLAIM	11/16/09			500.49

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 16, 2009	1064	AUTHORHOUSE, INC		500.49

NC 1284

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
129	DUE TO/(FROM) ANDERSON NEWS	12/16/09			579.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1284	SLACK INC		579.32

BB&T
87-816/642

NC 1284

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 579.32

Memo:

PAY TO THE ORDER OF: Five Hundred Seventy-Nine and 32/100 Dollars

SLACK INC
6900 GROVE RD
THOROFARE, NJ 8086

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001284⑈ ⑆064208165⑆0000116910756⑈

NC 1284

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
129	DUE TO/(FROM) ANDERSON NEWS	12/16/09			579.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1284	SLACK INC		579.32

NORTHSHORE CAPITAL LLC

DATE

AMOUNT

$ 579.30

129

107

rec'd 8/31/09
(no inv. seq)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, The Innovative Alliance, Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/19/2009

The Innovative Alliance, I

By: Brandy L. Hoskins

Title: Controller/Secretary/Treasur

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.:
COUNTY OF Denver)

BE IT REMEMBERED, that on this 19 day of August, 2009, before me, the subscriber, personally appeared Brandy Lee Haskins, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Controller of TIA, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

NOTARY PUBLIC
AMANDA SHRADER
STATE OF COLORADO

MY COMMISSION EXPIRES:
September 20, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
107	ASSIGNMENT OF CLAIM	9/1/09			437.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1036	THE INNOVATIVE ALLIANCE, INC		437.22

BB&T
87-816/642

NC 1036

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 1, 2009

AMOUNT
$ 437.22

Memo:

PAY TO THE ORDER Four Hundred Thirty-Seven and 22/100 Dollars

THE INNOVATIVE ALLIANCE, INC
1205 OSAGE STREET
DENVER, CO 80204

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001036⑈ ⑆064208165⑆0000116910756⑈

NC 1036

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
107	ASSIGNMENT OF CLAIM	9/1/09			437.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 1, 2009	1036	THE INNOVATIVE ALLIANCE, INC		437.22

NORTHSHORE CAPITAL, LLC

NC 1251

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
118	DUE TO/(FROM) ANDERSON NEWS	12/16/09			928.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1251	CEDAR FORT, INC		928.28

BB&T
87-816/642

NC 1251

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 928.28

Memo:

PAY TO THE ORDER OF: Nine Hundred Twenty-Eight and 28/100 Dollars

CEDAR FORT, INC
2373 W 700 S
SPRINGVILLE, UT 84663

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001251⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1251

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
118	DUE TO/(FROM) ANDERSON NEWS	12/16/09			928.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1251	CEDAR FORT, INC		928.28

Scanned: 6/10/2010-2:41:48 PM

118

NORTHSHORE CAPITAL, LLC

8041

NO 1261

DATE

AMOUNT

$ 908.38

CEDAR PORT

NORTHSHORE CAPITAL, LLC

NC 1330

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
109	DUE TO/(FROM) ANDERSON NEWS	12/23/09			398.24

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1330	CHILD'S PLAY		398.24

BB&T
87-816/642

NC 1330

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 398.24

Memo:

PAY TO THE ORDER OF: Three Hundred Ninety-Eight and 24/100 Dollars

CHILD'S PLAY
250 MINOT AVE
AUBURN, ME 4210
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001330⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1330

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
109	DUE TO/(FROM) ANDERSON NEWS	12/23/09			398.24

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1330	CHILD'S PLAY		398.24

NORTHSHORE CAPITAL, LLC

NO 1330

CHILD'S PLAY

USA

109

111

Rec'd 8/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, BCI Eclipse LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/10/09

BCI Eclipse LLC

By: Navarre Corp

Title: AR Manager

Carolyn E. Schudi
Notary Public
Minnesota
My Commission Expires January 31, 2010

Carolyn Schudi

ACKNOWLEDGMENT

STATE OF Minnesota)
) ss.:
COUNTY OF Hennepin)

BE IT REMEMBERED, that on this 10th day of August, 2009, before me, the subscriber, personally appeared Patricia Young, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the AR Manager of Nuvante Corp., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Carolyn Schudi
Notary Public

Carolyn E. Schudi
Notary Public
Minnesota
My Commission Expires January 31, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
111	ASSIGNMENT OF CLAIM	8/21/09			378.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1019	BCI ECLIPSE, LLC		378.83

NC 1019

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 378.83

Memo:

PAY TO THE ORDER OF Three Hundred Seventy-Eight and 83/100 Dollars

BCI ECLIPSE, LLC
PO BOX 1450
MINNEAPOLIS, MN 55485-5186

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001019⑈ ⑆064208165⑆0000116910756⑈

NC 1019

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
111	ASSIGNMENT OF CLAIM	8/21/09			378.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1019	BCI ECLIPSE, LLC		378.83

120

NORTHSHORE CAPITAL, LLC
P.O. BOX [illegible]
KNOXVILLE, TN [illegible]

NO 1260

DATE
Oct 21, 2008

$ 835.40

Eight Hundred Thirty Five and 40/100 Dollars

JANE MILLER BOOKS
P.O. BOX [illegible]
[illegible], CA 92338

001260 [illegible]

FOR DEPOSIT ONLY
EXCEPTIONS DEVELOPMENT 2008
OPERATING ACCOUNT
ACCT #5277159

Scanned: 6/10/2010-2:41:52 PM

115

Rec'd 8/17/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Goodman Enterprises LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/10/09

Goodman Enterprises, LLC

By: _____

Title: Owner

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 12th day of August, 2009, before me, the subscriber, personally appeared Larry Steinmetz, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner of Goodman Enterprises LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

County of Johnson

Notary Public
Dannielle Nichols

DANNIELLE M. NICHOLS
Notary Public - State of Kansas
My Appt. Exp. 06/15/2012

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
115	SETTLEMENT	8/17/09			335.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 17, 2009	1010	GOODMAN ENTERPRISES, LLC		335.85

NC 1010

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 17, 2009

AMOUNT
$ 335.85

Memo:

PAY TO THE ORDER OF Three Hundred Thirty-Five and 85/100 Dollars

GOODMAN ENTERPRISES, LLC
10413 W. 84TH TERRACE
LENEXA, KS 66214

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001010⑈ ⑆064208165⑆0000116910756⑈

NC 1010

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
115	SETTLEMENT	8/17/09			335.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 17, 2009	1010	GOODMAN ENTERPRISES, LLC		335.85

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
119	DUE TO/(FROM) ANDERSON NEWS	12/16/09			892.30

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1283	SCHOOL SPECIALTY CHILDREN		892.30

NC 1283

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 892.30

Memo:

P Eight Hundred Ninety-Two and 30/100 Dollars
T E
ORDER
OF:

SCHOOL SPECIALTY CHILDREN
MB UNIT #68-9541
MILWAUKEE, WI 53268-9541
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001283⑈ ⑆064208165⑆0000116910756⑈

NC 1283

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
119	DUE TO/(FROM) ANDERSON NEWS	12/16/09			892.30

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1283	SCHOOL SPECIALTY CHILDREN		892.30

NORTHSHORE CAPITAL, LLC
P. O. BOX [illegible]
KNOXVILLE, TN 37950

NC 1283

DATE
Dec 21, 2009

AMOUNT
$ 802.30

Memo:

19

PAY TO THE ORDER OF: Eight Hundred Ninety-Two and 30/100 Dollars

SCHOOL SPECIALTY CHILDREN
MB UNIT #52-0541
MILWAUKEE, WI 53208-0641
USA

GUARANTEED PAYMENT
TWO SIGNATURES REQUIRED OVER $2,000

⑈001283⑈ ⑆084208165⑆0000116910756⑈ ⑇0000080230⑇

119

12222009 683195 CREDITED TO PAYEE ACC
[illegible] 9674509562X MIL ULEX
[illegible]707782298 JPMORGAN CHASE BANK NA
[illegible] MILWAUKEE, WI

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE MAKER IN ANY AND ALL CLAIMS PAST DUE AND/OR ACCRUED UNDER THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO LLC AND INCORPORATED BY REFERENCE THEREIN. www.SchoolSpecialty.com

NC 1261

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
117	DUE TO/(FROM) ANDERSON NEWS	12/16/09			985.89

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1261	MACVAN PRODUCTIONS INC		985.89

BB&T
87-816/642

NC 1261

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 985.89

Memo:

PAY TO THE ORDER OF: Nine Hundred Eighty-Five and 89/100 Dollars

MACVAN PRODUCTIONS INC
929 W. COLORADO AVE
COLORADO SPRINGS, CO 80905

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001261⑈ ⑆064208165⑆00001169 10756⑈

NC 1261

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
117	DUE TO/(FROM) ANDERSON NEWS	12/16/09			985.89

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1261	MACVAN PRODUCTIONS INC		985.89

BBAT

NC 1281

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 985.89

Memo:

PAY TO THE ORDER OF: Nine Hundred Eighty-Five and 89/100 Dollars

MACVAN PRODUCTIONS INC
930 W COLORADO AVE
COLORADO SPRINGS, CO 80905

VOID AFTER 30 DAYS
THIS CHECK CONTAINS REQUIRED OVER LAYER

⑈001281⑈ ⑆064208165⑆0000116910756⑈

BBAT
MACVAN PRODUCTIONS, INC
COLORADO

THE CHECK BELOW OR

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC AKA INVESTOR, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST MACVAN INC AND ACCEPTANCE BY REFERENCE THE TERMS OF THIS TRANSMITTAL LETTER FOR THIS CHECK TO

121

ASSIGNMENT OF CLAIM

Rec'd 8/20/09
$ 274.64

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, PONDER HOUSE PRESS ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 08/12/2009

By: DARDEN H NORTH, MD

Title: OWNER/ PUBLISHER

ACKNOWLEDGMENT

STATE OF Mississippi)
) ss.:
COUNTY OF Rankin)

BE IT REMEMBERED, that on this 12 day of August, 2009, before me, the subscriber, personally appeared DARDEN NORTH, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the owner/publisher of POWDER HOUSE PRESS and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

JANICE L. KEYES NOTARY PUBLIC RANKIN COUNTY, MS

Notary Public State of Mississippi
At Large
My Commission Expires
October 14, 2010
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

Janice L. Keyes
Notary Public

Recovery Summary Spreadsheet

CRAYOLA, LLC	$2,945.29		$980.22
KIKI SWANSON	$2,899.80		$965.08
GRAPHIC ARTS/ALASKA N.W.	$2,800.49		$932.03
FULCRUM INC.	$2,761.76		$919.14
ANTHEM PUBLISHING - BOOKS	$2,695.49		$897.09
GOOD BOOKS	$3,270.08	$782.33	$827.95
MUSIC SALES INC	$2,477.02		$824.38
STEPHENS PRESS LLC	$2,302.11		$766.17
GIBBS SMITH PUBLISHER	$2,517.30	$224.63	$763.02
PATHWAY BOOK SERVICE	$2,006.66		$667.84
FIREFLY BOOKS, LTD.	$2,009.54	$49.90	$652.19
KANSAS CITY BARBEQUE SOCIETY	$1,927.80		$641.59
NAVPRESS	$1,804.36		$600.51
JUNIOR LEAGUE OF DENVER	$1,790.02		$595.74
EDUCATIONAL DEVELOPMENT CORP	$1,786.66		$594.62
BILINQUAL BOOKS, INC.	$3,270.94	$1,493.26	$591.63
CHARLESBRIDGE	$2,036.68	$282.63	$583.77
AUTHORHOUSE	$1,503.82		$500.49
OXFORD UNIVERSITY PRESS	$1,839.87	$349.13	$496.13
ARIZONA HIGHWAYS	$1,454.85		$484.19
INTERLINK	$1,543.60	$174.70	$455.58
INNOVATIVE ALLIANCE	$1,313.73		$437.22
MICROLAUNCH, INC.	$1,229.28		$409.12
CHILD'S PLAY	$1,196.61		$398.24
EXECUTIVE BOOKS	$1,185.15		$394.43
BCI ECLIPSE LLC	$1,138.29		$378.83
PAUL HASSELL PHOTOGRAPHY	$1,075.51		$357.94
SCHOLASTIC LIBRARY PUB	$1,901.02	$866.83	$344.19
SIMPLY COLORADO	$1,022.56		$340.32
GOODMAN ENTERPRISES	$1,009.13		$335.85
TAYLOR & FRANCIS	$2,576.74	$1,573.33	$333.94
MAC VAN PRODUCTIONS	$985.89		$328.11
CEDAR FORT, INC.	$1,279.98	$351.70	$308.94
SCHOOL SPECIALTY CHILDREN	$1,003.52	$111.22	$296.97
KANE MILLER BOOKS	$1,022.21	$186.78	$278.04
PONDER HOUSE PRESS	$825.21		$274.64
RICHARD J SANDERS M.D.	$816.11		$271.61
HEALTH SPAN COMMUNICATIONS	$774.23		$257.67
VENTURIST PUBLISHING	$693.35		$230.75
GALLOPADE INTERNATIONAL	$657.96		$218.98
BARBOUR PUBLISHING	$664.10	$9.98	$217.70
OMEGA PRESS	$647.22		$215.40
RESEARCH SERVICES	$637.30		$212.10
SLACK INC	$1,404.16	$824.84	$192.80

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
121	ASSIGNMENT OF CLAIM	8/21/09			274.64

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1023	PONDER HOUSE PRESS		274.64

NC 1023

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Aug 21, 2009

AMOUNT
$ 274.64

Memo:

PAY TO THE ORDER OF Two Hundred Seventy-Four and 64/100 Dollars

PONDER HOUSE PRESS
2565 LAKE CIRCLE
JACKSON , MS 39211-6625

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001023⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1023

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
121	ASSIGNMENT OF CLAIM	8/21/09			274.64

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Aug 21, 2009	1023	PONDER HOUSE PRESS		274.64

NC 1279

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
122	DUE TO/(FROM) ANDERSON NEWS	12/16/09			816.11

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1279	RICHARD J SANDERS M.D.		816.11

NC 1279

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 816.11

Memo:

PAY TO THE ORDER OF: Eight Hundred Sixteen and 11/100 Dollars

RICHARD J SANDERS M.D.
4545 E 9TH AVE
#240
DENVER, CO 80220
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001279⑈ ⑆064208165⑆0000116910756⑈

NC 1279

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
122	DUE TO/(FROM) ANDERSON NEWS	12/16/09			816.11

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1279	RICHARD J SANDERS M.D.		816.11

NO 1279

NORTHSHORE CAPITAL, LLC

DATE
Dec 21, 2009

AMOUNT
$ 815.11

Memo:

PAY TO THE ORDER OF: Eight Hundred Sixteen and 11/100 Dollars

RICHARD J SANDERS M.D.
4545 E 9TH AVE
#240
DENVER, CO 80220
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $5000

⑈001279⑈ ⑆064208165⑆0000116910756⑈

122

123

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

BB&T
87-66/542

NC 1259

DATE
Dec 21, 2008

AMOUNT
$ 774.23

Memo

PAY TO THE ORDER OF
Seven Hundred Seventy-Four and 23/100 Dollars

HEALTH SPAN COMMUNICATION
2730 LAND PARK DRIVE
SACRAMENTO, CA 95818

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001259⑈ ⑆064208165⑆0000116910756⑈ ⑈0000077423⑈

NOTE: THE PAYEE NAMED ABOVE MAY PRESENT THIS CHECK FOR PAYMENT ONLY IF THE PAYEE HAS FULFILLED ALL OBLIGATIONS TO NORTHSHORE CAPITAL, LLC. ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN AND TO ALL CLAIMS THAT HAVE ARISEN OR MAY ARISE IN THE FUTURE AGAINST HOME DEPOT, INC. AND INCORPORATED BY REFERENCE INTO THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK, IS HEREBY ASSIGNED TO NORTHSHORE CAPITAL, LLC.

HealthSpan
COMMUNICATIONS
2730 Land Park Drive
Sacramento, CA 95818
Credited To The Account Of
The Within Named Payee
Endorsement Guaranteed
Bank of America, N.A.

3833-72
1280099

Scanned: 6/10/2010-2:42:01 PM

NC 1292

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
124	DUE TO/(FROM) ANDERSON NEWS	12/16/09			693.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1292	VENTURIST PUBLISHING		693.35

NC 1292

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 693.35

Memo:

PAY TO THE ORDER OF: Six Hundred Ninety-Three and 35/100 Dollars

VENTURIST PUBLISHING
8233 OLD FEDERAL ROAD
MONTGOMERY, AL 36117
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001292⑈ ⑆064208165⑆0000116910756⑈

NC 1292

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
124	DUE TO/(FROM) ANDERSON NEWS	12/16/09			693.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1292	VENTURIST PUBLISHING		693.35

124

NORTHSHORE CAPITAL LLC

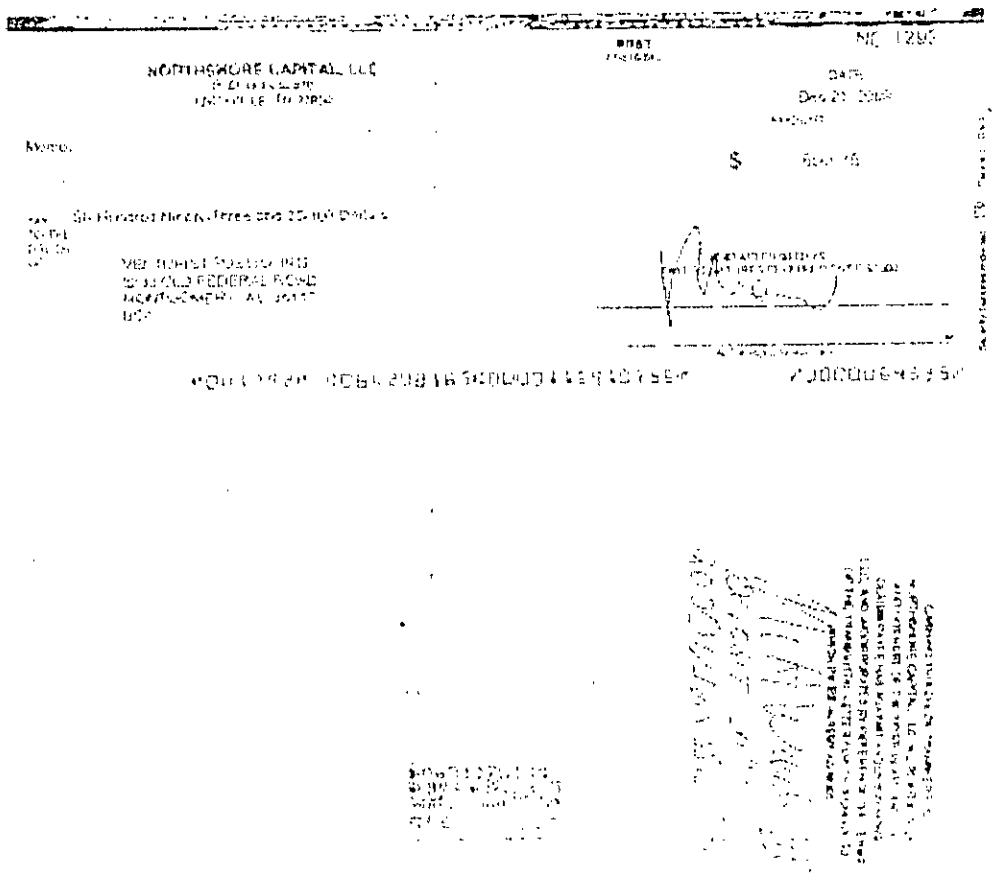
NO. 1295

DATE

Dec 21 2009

Memo

$



NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
126	DUE TO/(FROM) ANDERSON NEWS	12/16/09			654.12

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1247	BARBOUR PUBLISHING INC.		654.12

BB&T
87-816/642

NC 1247

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 654.12

Memo:

PAY Six Hundred Fifty-Four and 12/100 Dollars
TO THE ORDER OF:

BARBOUR PUBLISHING INC.
7975 RELIABLE PARKWAY
CHICAGO,, IL 60686

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001247⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1247

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
126	DUE TO/(FROM) ANDERSON NEWS	12/16/09			654.12

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1247	BARBOUR PUBLISHING INC.		654.12

NC 1247

BB&T
67-918/242

NORTHSHORE CAPITAL, LLC
P. O. BOX [illegible]
[illegible], TN 37[illegible]

DATE
Dec 21, 2009

AMOUNT
$ 654.12

Memo

PAY Six Hundred Fifty-Four and 12/100 Dollars
TO THE ORDER OF

BARBOUR PUBLISHING INC.
7975 RELIABLE PARKWAY
CHICAGO, IL 60636

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $[illegible]

AUTHORIZED SIGNATURE

⑈00124 7⑈ ⑆064200165⑆0000041691075 8⑈

LBX# 7975 685545352
ABSENT ENDORSEMENT GUARANTEED

NORTHSHORE CAPITAL, LLC

NC 1255

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
125	DUE TO/(FROM) ANDERSON NEWS	12/16/09			657.96

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1255	GALLOPADE INTERNATIONAL		657.96

BB&T
87-816/642

NC 1255

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 657.96

Memo:

PAY TO THE ORDER OF: Six Hundred Fifty-Seven and 96/100 Dollars

GALLOPADE INTERNATIONAL
P.O. BOX 2779
PEACHTREE CITY, GA 30269

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001255⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1255

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
125	DUE TO/(FROM) ANDERSON NEWS	12/16/09			657.96

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1255	GALLOPADE INTERNATIONAL		657.96

125

NORTHSHORE CAPITAL, LLC

PMT

NC 1255

DATE

Dec 21, 2009

AMOUNT

$ 657.96

PAY TO THE ORDER OF

GEO TRADE INTERNATIONAL
P.O. BOX 2779
PEACHTREE CITY GA 30295

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
127	DUE TO/(FROM) ANDERSON NEWS	12/16/09			647.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1271	OMEGA PRESS		647.22

NC 1271

BB&T
87-816/842

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 647.22

Memo:

PAY TO THE ORDER OF: Six Hundred Forty-Seven and 22/100 Dollars

OMEGA PRESS
5823 N MESA
#839
EL PASO, TX 79912
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001271⑈ ⑆064208165⑆0000116910756⑈

NC 1271

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
127	DUE TO/(FROM) ANDERSON NEWS	12/16/09			647.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1271	OMEGA PRESS		647.22

NORTHSHORE CAPITAL, LLC

NO 1271

AMOUNT

$ 641.22

127

(128)

rec'd 9/10/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Research Services Unlt. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/27/09

Research Services Unlim.

By: Henry Tamburin

Title: Owner

ACKNOWLEDGMENT

STATE OF Alabama)
) ss.:
COUNTY OF Baldwin)

BE IT REMEMBERED, that on this 27th day of August, 2009, before me, the subscriber, personally appeared Heney Tamburin, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner of Research Services Ltd, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Linda G. Mong
Notary Public Linda G. Mong

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 9, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
128	ASSIGNMENT OF CLAIM	9/10/09			212.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 10, 2009	1046	RESEARCH SERVICES		212.10

BB&T
87-816/642

NC 1046

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 10, 2009

AMOUNT
$ 212.10

Memo:

PAY TO THE ORDER OF Two Hundred Twelve and 10/100 Dollars.

RESEARCH SERVICES
6845 HWY. 90E
DAPHNE, AL 36526

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001046⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1046

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
128	ASSIGNMENT OF CLAIM	9/10/09			212.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 10, 2009	1046	RESEARCH SERVICES		212.10

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
143	DUE TO/(FROM) ANDERSON NEWS	12/16/09			309.01

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1290	TWIN LIGHTS PUBLISHERS		309.01

NC 1290

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 309.01

Memo:

PAY TO THE ORDER OF: Three Hundred Nine and 01/100 Dollars

TWIN LIGHTS PUBLISHERS
10 HALE STREET
ROCKPORT, MA 1966

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001290⑈ ⑆064208165⑆0000116910756⑈

NC 1290

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
143	DUE TO/(FROM) ANDERSON NEWS	12/16/09			309.01

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1290	TWIN LIGHTS PUBLISHERS		309.01

NC 1290

NORTHSHORE CAPITAL, LLC

DATE

$

143

(130)
Rec'd 11/17/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, John M. Hardy Publishing Co. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11-12-09

John M. Hardy

By: John M. Hardy

Title: President

ACKNOWLEDGMENT

STATE OF Texas)
) ss.:
COUNTY OF Harris)

BE IT REMEMBERED, that on this 12 day of November, 2009, before me, the subscriber, personally appeared John Hardy, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of John M. Hardy Publishing Co, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

MARY S SUTTON
Notary Public, State of Texas
My Commission Expires
September 14, 2013

Mary Sutton
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
130	ASSIGNMENT OF CLAIM	11/18/09			192.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 18, 2009	1067	JOHN M. HARDY PUBLISHING CO.		192.48

BB&T
87-816/642

NC 1067

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 18, 2009

AMOUNT
$ 192.48

Memo:

PAY TO THE ORDER OF: One Hundred Ninety-Two and 48/100 Dollars

JOHN M. HARDY PUBLISHING CO.
1330 SHERWOOD FOREST
STE 106
HOUSTON, TX 77043

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001067⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1067

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
130	ASSIGNMENT OF CLAIM	11/18/09			192.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 18, 2009	1067	JOHN M. HARDY PUBLISHING CO.		192.48

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
138	DUE TO/(FROM) ANDERSON NEWS	12/16/09			424.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1282	SCHIFFER PUBLISHING LTD		424.83

NC 1282

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 424.83

Memo:

P... Four Hundred Twenty-Four and 83/100 Dollars
...IE
O...ER
OF:

SCHIFFER PUBLISHING LTD
77 LOWER VALLEY RD
RT 372
ATGLEN, PA 19310
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001282⑈ ⑆064208165⑆0000116910756⑈

NC 1282

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
138	DUE TO/(FROM) ANDERSON NEWS	12/16/09			424.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1282	SCHIFFER PUBLISHING LTD		424.83

138

NORTHSHORE CAPITAL, LLC

NC 1282

$ 424.09

PAY TO THE ORDER OF

FOR DEPOSIT ONLY

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
132	DUE TO/(FROM) ANDERSON NEWS	12/16/09			551.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1249	BRILLIANCE CORPORATION		551.55

BB&T
87-816/642

NC 1249

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 551.55

Memo:

PAY TO THE ORDER OF Five Hundred Fifty-One and 55/100 Dollars

BRILLIANCE CORPORATION
1704 EATON DRIVE
GRAND HAVEN, MI 49417

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001249⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1249

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
132	DUE TO/(FROM) ANDERSON NEWS	12/16/09			551.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1249	BRILLIANCE CORPORATION		551.55

NORTHSHORE CAPITAL, LLC

DATE

Dec 21, 2009

$ 561.56

132

BRILLIANCE CORPORATION
1701 EATON DRIVE
GRAND RAPIDS, MI 49117

FOR DEPOSIT ONLY

133

NORTHSHORE CAPITAL, LLC

NO 1291

DATE

AMOUNT

$ 539.10

PAY TO THE ORDER OF

UNIVERSITY PRESS OF KY
P.O. BOX 4891
LEXINGTON, KY 40544-4630

PAY TO THE ORDER OF
NATIONAL CITY BANK
LEXINGTON KY 40508
FOR DEPOSIT ONLY
THE UNIVERSITY OF KENTUCKY
UNIVERSITY PRESS OF KENTUCKY
RESTRICTED TRUST ACCOUNT
7140394

134

recd
9/8/09
167.26

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Book Sales ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 9/2/09

Book Sales

By: Lisa M Slomski

Title: CFO

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

BE IT REMEMBERED, that on this 2 day of Sept, 2009, before me, the subscriber, personally appeared Lisa Stamets, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of Book Sales, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Janice K. Crawford
Notary Public

JANICE K CRAWFORD
Notary Public
Minnesota
My Comm. Expires Jan 31, 2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
134	ASSIGNMENT OF CLAIM	9/9/09			167.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 9, 2009	1044	BOOK SALES		167.28

BB&T
87-816/642

NC 1044

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 9, 2009

AMOUNT
$ 167.28

Memo:

PAY THE ORDER OF: One Hundred Sixty-Seven and 28/100 Dollars

BOOK SALES
114 NORTHFIELD AVE
EDISON, NJ 08837

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001044⑈ ⑆064208165⑆00001169107 56⑈

NC 1044

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
134	ASSIGNMENT OF CLAIM	9/9/09			167.28

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 9, 2009	1044	BOOK SALES		167.28

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
136	DUE TO/(FROM) ANDERSON NEWS	12/8/09			473.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1172	WORLD WIDE RESEARCH		473.03

BB&T
87-816/642

NC 1172

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 473.03

Memo:

Four Hundred Seventy-Three and 03/100 Dollars

HE
ORDER
OF:

WORLD WIDE RESEARCH
NATIONAL PARKS DIVISION
P O BOX 3073
CASPER, WY 82602
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001172⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1172

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
136	DUE TO/(FROM) ANDERSON NEWS	12/8/09			473.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1172	WORLD WIDE RESEARCH		473.03

136

NORTHBROOK CAPITAL, LLC

NC 1172

DATE

AMOUNT

$ 475.00

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
137	DUE TO/(FROM) ANDERSON NEWS	12/8/09			447.63

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1127	DATEWORKS		447.63

BB&T
87-816/642

NC 1127

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 447.63

Memo:

PAY TO THE ORDER OF Four Hundred Forty-Seven and 63/100 Dollars

DATEWORKS
P.O. BOX 92330-N
CLEVELAND, OH 44193

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001127⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1127

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
137	DUE TO/(FROM) ANDERSON NEWS	12/8/09			447.63

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1127	DATEWORKS		447.63

137

NC 1127

NORTHSHORE CAPITAL, LLC
P. O. BOX 53576
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT

Memo

53

$ 447.63

PAY Four Hundred Forty-Seven and 63/100 Dollars
TO THE ORDER OF

DATAWORKS
P.O. BOX 02330-N
CLEVELAND, OH 44190

E.O.B

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $500

AUTHORIZED SIGNATURE

⑈001127⑈ ⑆064200169⑆0000011697107956⑈

LBX# 02330 DDA#130819027
ABSENT ENDORSEMENT GUARANTEED

CASHING THIS CHECK IS ACCEPTANCE TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE ISSUE IN ANY AND ALL CLAIMS PENDING AGAINST SUCH PERSON(S) AND/OR ENTERPRISES AND REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO WAIVER AND RELEASE DOCUMENT

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
139	DUE TO/(FROM) ANDERSON NEWS	12/8/09			405.24

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1129	DOVER PUBLICATIONS		405.24

BB&T
87-816/642

NC 1129

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 405.24

Memo:

PAY Four Hundred Five and 24/100 Dollars
TO THE ORDER OF

DOVER PUBLICATIONS
31 EAST 2ND ST.
MINEOLA, NY 11501

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001129⑈ ⑆064208165⑆0000116910756⑈

NC 1129

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
139	DUE TO/(FROM) ANDERSON NEWS	12/8/09			405.24

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1129	DOVER PUBLICATIONS		405.24

BB&T
6/ 81/940

NC 1129

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009
AMOUNT

Memo:

$ 405.24

PAY Four Hundred Five and 24/100 Dollars
TO THE ORDER OF:

DOVER PUBLICATIONS
31 EAST 2ND ST.
MINEOLA, NY 11501

AND AFTER 60 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001129⑈ ⑆064208165⑆000001169⑈0756⑈

139

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE MAY HAVE AGAINST MEDIFICE NEWS LLC AND INCORPORATES BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FROM THE CHECK TO MEDIFICE NEWS ADDRESS

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
140	DUE TO/(FROM) ANDERSON NEWS	12/8/09			398.16

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1142	MACADAM/CAGE		398.16

BB&T
87-816/642

NC 1142

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 398.16

Memo:

PAY TO THE ORDER OF Three Hundred Ninety-Eight and 16/100 Dollars

MACADAM/CAGE
155 SANSOME ST
#550
SAN FRANCISCO, CA 94104

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001142⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1142

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
140	DUE TO/(FROM) ANDERSON NEWS	12/8/09			398.16

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1142	MACADAM/CAGE		398.16

SBAT

NC 1142

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 395.16

140

Memo

PAY TO THE ORDER OF Three Hundred Ninety-Eight and 16/100 Dollars

MACUDAMCAGE
155 SANSOME ST
#550
SAN FRANCISCO, CA 94104

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001142⑈ ⑆064208165⑆0000115910756⑈

FOR DEPOSIT ONLY
MACUDAMCAGE

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST MACQUARIE HOMES LLC AND INCORPORATES BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO WHICH THIS IS RELATED AND MADE A

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
141	DUE TO/(FROM) ANDERSON NEWS	12/8/09			384.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1162	TATE PUBLISHING		384.83

NC 1162

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 384.83

Memo:

PAY TO THE ORDER OF Three Hundred Eighty-Four and 83/100 Dollars

TATE PUBLISHING
127 E TRADE CTR TERRACE
MUSTANG, OK 73064
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001162⑈ ⑆064208165⑆0000116910756⑈

NC 1162

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
141	DUE TO/(FROM) ANDERSON NEWS	12/8/09			384.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1162	TATE PUBLISHING		384.83

NO. 1162

NORTHSHORE CAPITAL, LLC

$

TATE PUBLISHING
127 E TRADE CTR TERRACE
MUSTANG, OK 73064
USA

14

(142) Original cc 12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Wide World of Maps ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/11/09

By: James J Kelly

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared Jana Willingr, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the OWNER of Wide World of Mgt S, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

KENNY FONTES
Notary Public—Arizona
Pinal County
Expires 02/14/2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
142B	ASSIGNMENT OF CLAIM	12/21/09			103.48

12/29/09
Cleared

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1242	WIDE WORLD OF MAPS		103.48

NC 1242

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 103.48

Memo:

PAY THE ORDER OF: One Hundred Three and 48/100 Dollars

WIDE WORLD OF MAPS
1444 WEST SOUTHERN AVE
MESA, AZ 85202
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001242⑈ ⑆064208165⑆0000116910756⑈

NC 1242

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
142B	ASSIGNMENT OF CLAIM	12/21/09			103.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1242	WIDE WORLD OF MAPS		103.48

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LAPS8 COMPATIBLE ENVELOPE - CE15 / CE15S

(145)

rec'd 4/2/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Bidner Acquisition (dba - Nikko Sports) CSIS ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 8/21/09

Bidner Acquisition (dba Vikwa, Inc)

By: _____

Title: CEO

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.:
COUNTY OF St. Charles)

BE IT REMEMBERED, that on this 21 day of August, 2009, before me, the subscriber, personally appeared Craig Bidner, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CEO of Bidner Acquisitions and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Lola M. Gross
Notary Public

LOLA M. GROSS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: April 19, 2013
Commission # 09772482

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
145	ASSIGNMENT OF CLAIM	9/2/09			98.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 2, 2009	1042	NIKCO SPORTS		98.65

BB&T
87-816/642

NC 1042

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Sep 2, 2009

AMOUNT
$ 98.65

Memo:

PAY Ninety-Eight and 65/100 Dollars
TO THE
ER

NIKCO SPORTS
C/O BIDNER ACQUISITIONS
516 TRADE CENTER BLVD
CHESTERFIELD, MD 63005

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001042⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1042

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
145	ASSIGNMENT OF CLAIM	9/2/09			98.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Sep 2, 2009	1042	NIKCO SPORTS		98.65

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
146	DUE TO/(FROM) ANDERSON NEWS	12/8/09			294.80

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1115	ALBERT WHITMAN & COMPANY		294.80

BB&T
87-816/642

NC 1115

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 294.80

Memo:

PAY TO THE ORDER OF Two Hundred Ninety-Four and 80/100 Dollars

ALBERT WHITMAN & COMPANY
6340 OAKTON ST
MORTON GROVE, IL 60053
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001115⑈ ⑆064208165⑆000011691075 6⑈

NORTHSHORE CAPITAL, LLC

NC 1115

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
146	DUE TO/(FROM) ANDERSON NEWS	12/8/09			294.80

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1115	ALBERT WHITMAN & COMPANY		294.80

NORTHSHORE CAPITAL, LLC

DATE

Dec 10, 2009

AMOUNT

$ 294.00

MEMO

ALBERT WEIDMAN & COMPANY

NORTON GROVE IL 60053

USA

146

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
153	DUE TO/(FROM) ANDERSON NEWS	12/8/09			4.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1155	PROMETHEUS BOOKS		4.66

NC 1155

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 4.66

Memo:

PAY Four and 66/100 Dollars
TO THE
ORDER
OF

PROMETHEUS BOOKS
59 JOHN GLENN DR
AMHERST, NY 14228

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001155⑈ ⑆064208165⑆0000116910756⑈

NC 1155

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
153	DUE TO/(FROM) ANDERSON NEWS	12/8/09			4.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1155	PROMETHEUS BOOKS		4.66

153

NORTHSHORE CAPITAL, LLC

DATE

$ 4.56

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
147	DUE TO/(FROM) ANDERSON NEWS	12/8/09			227.53

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1154	PROFOUND IMPACT GROUP		227.53

BB&T
87-816/642

NC 1154

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 227.53

Memo:

PAY Two Hundred Twenty-Seven and 53/100 Dollars
TO THE
ER

PROFOUND IMPACT GROUP
13800 SARTAGO DR.
AURORA, CO 80015

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001154⑈ ⑆064208165⑆0000116910756⑈

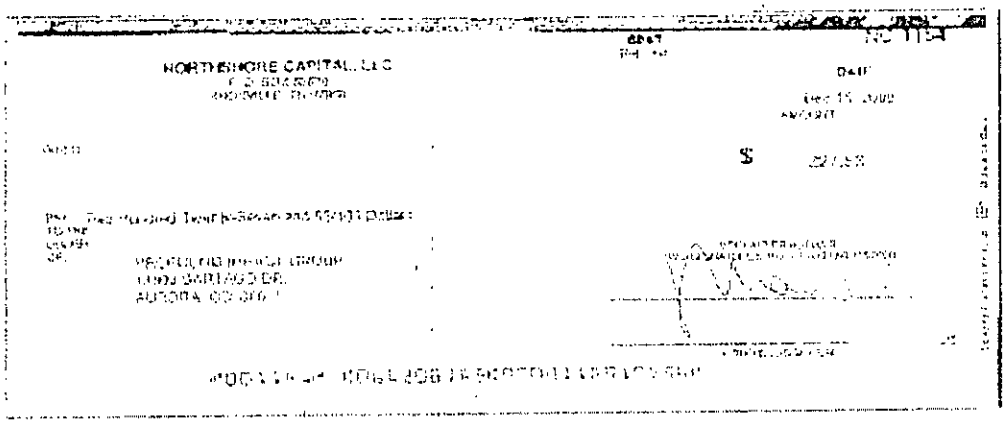
NC 1154

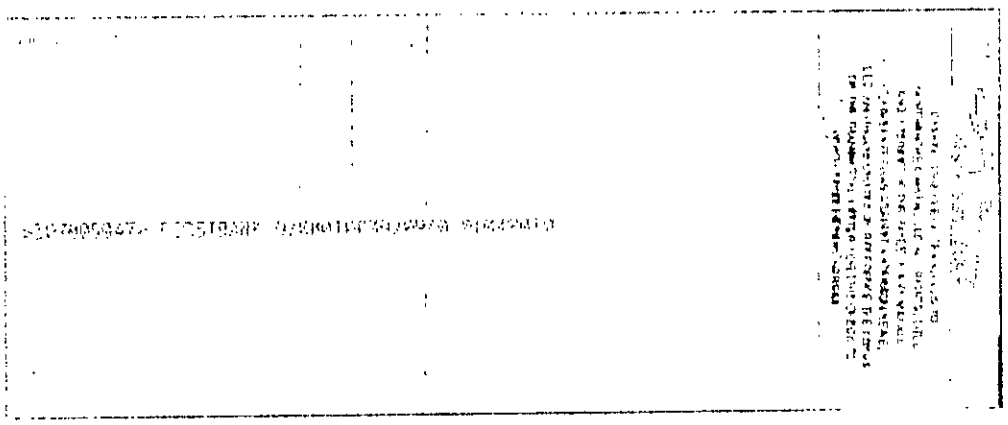
NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
147	DUE TO/(FROM) ANDERSON NEWS	12/8/09			227.53

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1154	PROFOUND IMPACT GROUP		227.53

147





NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
148	DUE TO/(FROM) ANDERSON NEWS	12/8/09			177.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1156	QUILL DRIVER BOOKS		177.18

BB&T
87-816/642

NC 1156

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 177.18

Memo:

PAY TO THE ORDER OF One Hundred Seventy-Seven and 18/100 Dollars

QUILL DRIVER BOOKS
1254 COMMERCE AVE
SANGER, CA 93657
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001156⑈ ⑆064208165⑆0000116910756⑈

NC 1156

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
148	DUE TO/(FROM) ANDERSON NEWS	12/8/09			177.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1156	QUILL DRIVER BOOKS		177.18

NORTHSHORE CAPITAL, LLC

NO. 1156

$

148

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
152	DUE TO/(FROM) ANDERSON NEWS	12/8/09			75.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1134	HIDDEN PICTURES		75.00

BB&T
87-816/642

NC 1134

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 75.00

Memo:

PAY TO THE ORDER OF Seventy-Five and 00/100 Dollars

HIDDEN PICTURES
11936 FROST ROAD
P. O. BOX 63
TIPP CITY, OH 45371
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001134⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1134

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
152	DUE TO/(FROM) ANDERSON NEWS	12/8/09			75.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1134	HIDDEN PICTURES		75.00

152

NORTHSHORE CAPITAL, LLC
P.O. BOX [illegible]
KNOXVILLE, TN [illegible]

EBET
[illegible]

NO 1134

DATE
Dec 15, 2002

AMOUNT
$ 75.00

Memo

Seventy Five and 00/100 Dollars

HOOEN PICTURES
[illegible] FROST ROAD
P.O. BOX [illegible]
TIPP CITY, OH 45371
USA

SCHEDULE 2

Summary of Magazine Publisher Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$14,764,565.14**

Vendor ID	VENDOR NAME	Amount Owed by Anderson News*	Total Claim Amount Purchased by Northshore**	Northshore Purchase Price for Total Claim***
1899	CMG, LLC	$12,837,541.27	$13,924,607.00	$2,784,921.00
1751	DISTICOR	$614,571.85	$662,334.57	$132,466.91
1661	TRANSAMERICAN & EXPORT NEWS	$346,511.33	$376,374.72	$97,000.00
1745	UMI PUBLICATIONS	$131,221.60	$135,846.88	$27,169.38
1747	ATHLON SPORTS COMMUNICATIONS	$94,256.40	$94,666.47	$18,933.29
4629	ABARTA MEDIA/MORRIS COMM	$66,801.85	$69,963.95	$13,992.79
4787	COAST TO COAST NEWSSTAND	$52,883.82	$56,280.17	$11,256.03
6662	ACTION SPORTS MEDIA	$48,396.60	$48,396.60	$9,679.32
6282	CELEBRATE PUBLISHING GROUP INC	$45,044.78	$45,074.73	$9,014.95
4050	TEXAS FISH & GAME	$23,166.60	$34,892.51	$6,978.40
2741	MODERN LUXURY,INC.	$34,677.40	$34,677.40	$6,935.48
2889	SOUTHERN ILLINOIS TRADER	$25,336.77	$25,336.77	$5,067.35
1670	DOWNHOME/MISSISSIPPI	$23,084.37	$23,084.37	$4,616.87
1905	HAWAII WEDDINGS	$22,619.59	$22,619.59	$4,523.92
2566	J.E.S. PUBLISHING, INC.	$18,775.82	$18,775.82	$3,755.16
1410	SALT LAKE CITY MAGAZINE	$17,626.31	$17,626.31	$3,525.26
2195	MTS PUBLISHING COMPANY	$16,864.12	$16,864.12	$3,372.82
3654	UP MEDIA GROUP, INC.	$16,369.89	$16,369.89	$3,273.98
5887	PRO-MOTION MARKETING	$14,633.71	$14,633.71	$2,926.74
6511	944 MEDIA, INC.	$14,594.52	$14,594.52	$2,918.90
1776	SPORTS TIME PUBLICATIONS	$14,351.73	$14,351.73	$2,870.35
2029	ASPEN MAGAZINE	$12,326.46	$12,326.46	$2,465.29
1956	WHERE MAGAZINES	$12,142.30	$12,142.30	$2,428.46
2686	VESTED INTEREST PUBLICATIONS	$12,063.31	$12,063.31	$2,412.66
6460	ATLANTA STYLE & DESIGN LLC	$11,738.82	$11,738.82	$2,347.76
4136	WV DIVISING OF NATURAL RESOUR.	$11,193.00	$11,193.00	$2,238.60
6495	ANTHEM PUBLISHING, INC.	$9,898.55	$9,898.55	$1,979.71
4195	LOUISIANA PUBLISHING	$1,269.35	$9,367.11	$1,873.42
4056	FLORIDA GARDENING PRESS	$8,167.00	$8,167.00	$1,633.40
1843	MEMPHIS MAGAZINE	$7,914.06	$7,914.06	$1,582.81
4742	LANDMARK COMMUNITY NEWSPAPERS	$7,805.08	$7,805.08	$1,561.02
6415	NATIONAL BOOK NETWORK MAGS	$7,617.88	$7,588.69	$1,517.74

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6551	EAST PORT PUBLISHING PARTNERS	$7,070.08	$7,070.08	$1,414.02
3293	DINING OUT, LLC	$6,646.36	$7,036.18	$1,407.24
2621	TAMPA BAY PUBLICATIONS	$6,821.62	$6,821.62	$1,364.32
6197	PROKAY COMMUNICATIONS	$6,747.09	$6,747.09	$1,349.42
1923	HAGERSTOWN ALMANAC	$6,462.75	$6,462.75	$1,292.55
4688	NEBRASKA LIFE MAGAZINE	$6,453.26	$6,453.26	$1,290.65
1447	NEBRASKALAND CALENDAR	$5,894.79	$5,894.79	$1,178.96
3030	TUCSON LIFESTYLE	$5,451.60	$5,451.60	$1,090.32
6362	ALBUQUERQUE THE MAGAZINE	$5,370.00	$5,370.00	$1,074.00
6361	AUSTIN MONTHLY	$4,965.02	$4,965.02	$993.00
6823	LUXURY MEDIA GROUP INC	$4,805.52	$4,805.52	$961.10
6384	RWM	$4,799.93	$4,799.93	$959.99
5877	COACHES AID LLC	$4,794.33	$4,794.33	$958.87
6843	DOG PUBLISHING	$4,358.90	$4,394.89	$878.98
6036	CAPE FEAR PUBLISHING CO.	$3,998.88	$3,998.88	$799.78
6322	NIKKI BEACH PUBLISHING	$3,929.24	$3,929.24	$785.85
4801	SAN JOSE MAGAZINE	$3,604.25	$3,604.25	$720.85
1735	LEISURE PUBLISHING CO., INC.	$3,525.37	$3,525.37	$705.07
3429	BLOOD HORSE PUBLICATIONS	$3,386.08	$3,386.08	$677.22
6724	INDIAN RIVER MAGAZINE	$3,253.60	$3,253.60	$650.72
5821	PIONEER COMMUNICATION	$3,197.25	$3,197.25	$639.45
4477	NORTH CENTRAL CIRCULATION	$3,145.66	$3,145.66	$629.13
6571	KNOXVILLE MAGAZINE, LLC	$3,131.65	$3,131.65	$626.33
3644	WHITE PUBLISHING CO.	$3,091.80	$3,091.80	$618.36
6845	MMA HAWAII	$2,997.50	$2,997.50	$599.50
6831	SECRET AGENT PUBLISHING GROUP LLC	$2,848.86	$2,848.86	$569.77
1844	MID SOUTH HUNTING & FISH NEWS	$2,732.40	$2,732.40	$546.48
1736	ARKANSAS BUSINESS PUB GRP	$2,636.59	$2,636.59	$527.32
3880	MIDWEST OUTDOORS	$2,631.87	$2,631.87	$526.37
1663	ALL AMERICA DIST CORP	$1,895.28	$2,269.59	$370.31
4689	INGRAMS MAG-SHOW-ME PUBLISHING	$2,217.71	$2,217.71	$443.54
4572	PITTSBURGH MAGAZINE	$2,134.55	$2,134.55	$426.91
2588	GULFSTREAM MEDIA GROUP	$2,054.34	$2,054.34	$410.87
6396	316 PUBLISHING	$1,994.73	$1,994.73	$398.95

Summary of Magazine Publisher Claims Owed by Anderson News

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1344	HUNTING LEASE	$1,859.54	$1,926.54	$385.31
4793	SACRAMENTO MAGAZINE	$1,822.53	$1,822.53	$364.51
4653	OMAHA MAGAZINE, LLC	$1,782.74	$1,782.74	$356.55
4105	NORTH CAROLINA SPORTSMAN	$1,619.74	$1,619.74	$323.95
6144	FISH ALASKA MAGAZINE	$1,580.84	$1,580.84	$316.17
2476	SRQ MAGAZINE	$1,518.00	$1,518.00	$303.60
6515	PEWTER REPORT INC.	$1,477.89	$1,477.89	$295.58
6318	TUSCALOOSA NEWS	$1,435.68	$1,435.68	$287.14
2294	ROWLAND PUBLISHING, INC	$1,364.35	$1,364.35	$272.87
6848	GRAND VALLEY MAGAZINE	$1,353.09	$1,353.09	$270.62
2295	FLORIDA TREND MAGAZINES INC	$1,270.10	$1,270.10	$254.02
6740	RENAISSANCE PUBLISHING	$550.77	$1,241.70	$248.34
1985	GULF COAST OUTDOORS, INC.	$1,151.74	$1,151.74	$230.35
3009	417 MAGAZINE, INC.	$1,142.88	$1,142.88	$228.50
6613	SOUTH CAROLINA PUBLISHING	$1,121.29	$1,121.29	$224.26
5781	MADDEN PUBLISHING	$1,083.77	$1,083.77	$216.75
6532	SMART MAGAZINE	$1,009.58	$1,009.58	$201.92
6684	MINERVA MEDIA & PUBLISHING	$975.68	$986.82	$986.82
3588	MAXIMUM PRESS	$981.06	$981.06	$981.06
6705	AMERICAN NUMISMATIC ASSOC.	$957.80	$960.03	$960.03
3881	TRADIN POST	$878.49	$878.49	$878.49
5733	MILWAUKEE MAGAZINE	$801.09	$801.09	$160.22
6518	MPG PUBLISHING GROUP	$795.70	$795.70	$795.70
1512	OREGON COAST	$787.38	$787.38	$787.38
3515	PARADISE PUBLISHING	$741.31	$741.31	$741.31
6861	ROCKY MOUNTAIN BRIDE, LLC	$721.46	$721.46	$721.46
3319	OREGON HUNTERS ASSOCAITE	$692.74	$692.74	$692.74
4456	Y.A.P.S - BLUE & GOLD NEWS	$671.25	$671.25	$134.25
1504	ST.LOUIS COMMERCE MAGAZINE	$645.00	$645.00	$645.00
6764	MOUNTAINEER PUBLISHING	$628.09	$628.09	$628.09
1492	ST. LOUIS MAGAZINE	$625.00	$625.00	$125.00
6650	TOP PAIR	$611.95	$613.07	$122.61
4070	CALIFORNIA MINING JOURNAL	$592.06	$592.06	$592.06
1887	PACIFICA TRAVEL LOG	$583.90	$583.90	$583.90

Summary of Magazine Publisher Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$14,764,565.14**

5904	OPEN GATE MEDIA	$562.91	$562.91	$562.91
3856	FLORIDA ARCHITECTURE	$543.20	$543.20	$543.20
3305	TENNESSEE VALLEY OUTDOOR	$529.04	$529.04	$529.04
4300	CAROLINA ARCHITECT/DESIGN	$500.00	$500.00	$500.00
4327	WASHINGTONIAN	$432.16	$432.16	$86.43
6445	PAPILLON PUBLICATIONS INC.	$431.08	$431.08	$431.08
2123	WASHINGTON LIFE	$424.87	$424.87	$424.87
4792	DIABLO PUBLISHING	$351.77	$351.77	$351.77
4639	NASHVILLE POST COMPANY	$334.13	$334.13	$334.13
6817	IN-SIGHT MEDIA LLC	$325.85	$325.85	$325.85
4160	UNIVERSITY OF TEXAS	$321.50	$321.50	$321.50
4141	LONG POINT MEDIA	$313.68	$313.68	$313.68
4909	BIZ CARDS TODAY	$283.61	$283.61	$283.61
2537	TAMPA BAY BEST	$258.55	$258.55	$258.55
6818	INTERMEDIA PUBLIC RELATIONS	$254.47	$254.47	$254.47
1888	TRANSOCEANIC MEDIA	$235.50	$235.50	$235.50
4167	TEXAS OBSERVER	$234.70	$234.70	$234.70
1403	KANSAS WILDLIFE & PARKS	$196.61	$196.61	$196.61
6381	GREEN CAR JOURNAL	$190.13	$190.13	$190.13
4207	TEXAS BASKETBALL MAGAZINE	$55.44	$183.37	$183.37
4134	HUNTINGTON QUARTERLY	$160.00	$160.00	$160.00
3105	OREGON BUSINESS MAGAZINE	$130.71	$130.71	$130.71
6757	MY CITY EATS	$128.37	$128.37	$128.37
1266	AUSTIN WEDDINGDAY	$109.46	$109.46	$109.46
3784	THE LATEST SCOOP	$100.00	$100.00	$100.00
6180	CUTTER COMMUNICATIONS, INC.	$89.10	$89.10	$89.10
3780	WYOMING WILDLIFE	$83.25	$83.25	$83.25
6228	GOOD OLD BOAT MAGAZINE	$82.04	$82.04	$82.04
6529	GEORGIA MUSIC HALL OF FAME	$80.02	$80.02	$80.02
6486	BONAD, INC.	$77.41	$77.41	$77.41
1808	HONOLULU	$75.88	$75.88	$75.88
1581	BRIDE AND GROOM MAGAZINES	$64.80	$64.80	$64.80
1613	N W PALATE	$59.38	$59.38	$59.38
6118	HAAS ROCK PUBLICATION	$52.20	$52.20	$52.20

Summary of Magazine Publisher Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$14,764,565.14**

6672	WAVE SOUTH FLORIDA LLC	$49.32	$49.32	$49.32
1805	PREP SPORTS RECRUITING, INC.	$43.62	$43.62	$43.62
2628	BIG STONE PUBLISHING	$35.94	$35.94	$7.19
3386	BULL'S EYE LOTTERY BOOK	$13.13	$13.13	$13.13
5827	OPERATION BASS, INC.	$1.82	$1.82	$1.82
	Total Amount Owed by Anderson News =	**$14,764,565.14**		$3,228,411.63
		*This amount does not include any amounts owed to the corresponding entity by Anderson Southwest	**The total claim amount for someclaims purchased by Northshore include amounts due from Anderson News as well as Anderson Southwest	***Claim purchase prices that are based on a percentage of an entity's claim are based on the total claim amount of that entity, including amounts owed by Anderson Southwest.

Original

CLAIM TRANSFER AGREEMENT

This Claim Transfer Agreement (this "Agreement") is made and entered into as of this ___ day of November, 2009, by and among Anderson News, LLC, a Delaware limited liability company (hereafter jointly with Anderson News Southwest "Anderson News"), Northshore Capital, LLC, a Delaware limited liability company ("Northshore"), and COMAG Marketing Group LLC for itself and for Advance Magazine Publishers, Inc. ("Condé Nast"), Hearst Communications, Inc. ("Hearst"), and for the person(s) or entities on whose behalf it has billed Anderson News as set forth in Exhibit "A" attached hereto (collectively "COMAG"). Anderson News, Northshore, and COMAG are sometimes collectively referred to herein as the "Parties" and each, a "Party."

RECITALS

A. Anderson News is a privately held company that formerly sold and marketed books, magazines, comics, collectibles and other related products to an estimated 40,000 retailers across the United States.

B. COMAG is a joint venture between Advance Magazine Publishers, Inc. and Hearst Distribution Group, LLC and also serves as a billing agent that conducted business with Anderson News, having sold, on credit, certain products to Anderson News, and also serves as a billing agent for the person(s) or entities on whose behalf COMAG has billed Anderson News as set forth in Exhibit "A" attached hereto, and on whose behalf COMAG is entering into this agreement with the intention of, and authorization to, bind them fully as parties hereto.

C. Anderson News filed *Anderson News, LLC v. American Media, Inc.*, 09 CIV 2227 (S.D.N.Y.) (the "Antitrust Action"), on March 10, 2009. In the Antitrust Action, Anderson News describes how it went out of business.

D. On March 2, 2009 (the "Petition Date"), an involuntary petition (the "Petition") was filed against Anderson News for relief under chapter 7 of the U. S. Bankruptcy Code (the "Code") with the U.S. Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" and such case, the "Involuntary Bankruptcy Case").

E. On March 26, 2009, Anderson News filed the Answer of Anderson News to the Petition (the "Answer"), and on March 27, 2009, Anderson News filed the Amended Answer. Anderson News moved to dismiss the Involuntary Bankruptcy Case on July 30, 2009.

F. This Agreement sets forth the specific terms, provisions and conditions of an arrangement reached among the Parties and is being entered into by the Parties in order to settle and resolve all debts, liabilities and differences among them in connection with the Petition and the matters described therein and herein.

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Sale and Transfer of Claims.

(a) Agreement to Transfer Claims. In consideration of the Cash Payment Amount (as defined in Section 2(a) hereof), COMAG agrees to sell and transfer all its claims against Anderson News of every kind and nature (the "Claims"; each such transfer, a "Claim Transfer" and, collectively, the "Claim Transfer") to Northshore, or such other entity as may be designated by Northshore. The Claim Transfer shall be effectuated simultaneously with the execution of this Agreement pursuant to an Assignment of Claim substantially in the form attached hereto as Exhibit B (the "Assignment of Claim") and shall be effective upon the receipt of the Cash Payment Amount. Nothing contained herein shall be construed to transfer COMAG's claims against Media Solutions LLC, an entity wholly separate and distinct from Anderson News.

(b) COMAG hereby represents and warrants that: (i) it owns all right, title and interest in and to the Claims and that neither COMAG, Condé Nast, Hearst, nor any other person or entity on whose behalf COMAG has billed Anderson News as set forth in Exhibit "A" attached hereto, and for whom COMAG is executing this Agreement, has assigned, transferred, conveyed or encumbered such Claim or any portion of it; (ii) it is authorized to transfer the Claim to Northshore as contemplated hereunder; (iii) the amount of the Claim of $13,775,761.59 is a valid and accurate claim against Anderson News; and (iv) that neither Condé Nast, Hearst, nor any other entity on whose behalf or for whose benefit COMAG bills Anderson News as set forth in Exhibit "A" attached hereto hold any claims against Anderson News, nor have they or COMAG transferred any claims against Anderson News.

(c) Status of Sold Claim. After the sale of the Claim neither COMAG, Condé Nast, Hearst, nor any other entity on whose behalf or for whose benefit COMAG bills, or has billed, Anderson News as set forth in Exhibit "A" attached hereto shall no longer own the Sold Claim transferred, and neither COMAG nor any other person or entity shall have any further right to enforce such Claim, which shall be owned by the transferee with all such rights vesting and residing exclusively in the transferee, and COMAG agrees further that neither it nor any other person or entity identified herein shall have any basis for any additional payment of any kind including from any amounts Anderson News may recover from the Antitrust Action.

2. Consideration and Payments.

(a) Cash Payment. In consideration of the Claim Transfer, promptly, and no more than within five (5) business days after the execution and delivery of this Agreement, Northshore (sometimes referred to herein as the "Cash Payor") shall

indefeasibly pay COMAG $2,755,152.32 (the "Cash Payment Amount"). The Cash Payment Amount shall be wired in accordance with the following wire instructions:

Comag Marketing Group
Bank: Bank of America
ABA: 0260-0959-3
Account: CMG
Account # 3750325265

(b) Payment Conditions. The Cash Payor's payment to COMAG shall be conditioned upon the satisfaction of all of the following:

(i) COMAG has entered into this Agreement; and

(ii) COMAG has, pursuant to Section 1(a) hereof, sold its Claim against Anderson News to Northshore (or its designee) and made the requisite representations and warranties described in Section 1 hereof and has executed and delivered the Assignment of Claim.

3. Purchase of Claims of Certain Other Creditors.

(a) Northshore hereby discloses to COMAG that based on the agreement reached with COMAG, Northshore intends to make a similar proposal to acquire claims from other creditors whose claims are not disputed and excluding any defendants in the civil action styled *Anderson News, LLC v. American Media, Inc.*, 09 CIV 2227 (S.D.N.Y.) (the "Antitrust Action") or any person or entity who may have acted in concert or in furtherance of their actions. Northshore notes that the proposal to purchase such claims for 20% of their amount shall be based on the reconciled and agreed amount of the claim after reduction and adjustment for, among other things, credits to the claim amount for magazines that were destroyed after March 2, 2009, credits for retail display allowances, and other credits in reduction of the claim.

(b) Creditors whose claims are not disputed, and excluding any defendants in the Antitrust Action or any person or entity who may have acted in concert or in furtherance of their actions, shall receive notice of the proposed acquisition of their claim and thereafter shall have ninety (90) days to accept or reject the offer to sell their claim.

4. Dismissal of Petition; Cooperation. The Parties expressly acknowledge and agree that dismissal of the Petition (a "Dismissal") is not a condition precedent to this Agreement or the actions contemplated hereunder. However, notwithstanding the foregoing, so long as neither Anderson News nor Northshore are in material breach of this Agreement, the Parties to this Agreement and their respective successors, assigns, agents, attorneys and representatives agree to cooperate, reasonably support, and not interfere or oppose a Dismissal.

5. Representations and Warranties.

In addition to the representations and warranties contained in Sections 1 - 4 above, the Parties represent and warrant as follows:

(a) Authority; Validity; Enforceability. Each Party represents and warrants that: (i) such Party has all necessary power and authority to execute and deliver this Agreement, to bind the persons and entities on whose behalf this Agreement is being executed and to perform its obligations hereunder and to consummate the transactions contemplated hereby; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated hereby have been duly and validly authorized by all necessary action on the part of such Party; and (iii) this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party and those on whose behalf this Agreement is being executed, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

(b) No Conflicts. Each Party represents and warrants that, to the knowledge of such Party, the execution and delivery of this Agreement by such Party does not, and the performance of this Agreement by such Party will not: (i) require any consent, approval, authorization or permit of, or filing with or notification to, any governmental or regulatory authority, domestic or foreign, by or with respect to such Party; (ii) conflict with or violate the articles of incorporation, by-laws or other organizational documents of such Party; (iii) conflict with or violate any law, rule, regulation, order, judgment or decree applicable to such Party or by which such Party is bound; or (iv) result in any breach of or constitute a default (or any event which with notice or lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or other encumbrance of any nature whatsoever on such Party's assets pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which such Party is a party or by which such Party may be bound.

(c) Advice of Counsel; Voluntariness. Each Party represents and warrants that (i) it has been separately represented by legal counsel of its choosing and has received the benefit of the advice of such counsel (and such other experts and advisors as it has deemed necessary) in connection with the negotiation, execution and delivery of this Agreement; (ii) other than as set forth in this Agreement, no party, representative, advisor, agent, attorney or any other person has made any promise or inducement in order to encourage or persuade such Party to enter into this Agreement; and (iii) it has entered into this Agreement of its own free will and without any threat of intimidation, coercion or undue influence.

6. **Mutual Limited Release of Claims; Exclusions from Release.** In consideration of the promises set forth in this Agreement:

(a) each of Northshore and Anderson News hereby agree, on a limited basis, to release and discharge COMAG, Condé Nast, Hearst, and each person or entity on whose behalf COMAG has billed Anderson News as set forth in Exhibit "A" attached hereto, and for whom is executing this Agreement, and their respective past and present officers, directors and employees from any and all actions, causes of action, suits, debts, dues, sums of money, accounts,

reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, demands, claims, obligations and/or liabilities (collectively, "Liabilities") of any kind whatsoever, known or unknown, direct or consequential, that Anderson Media or Anderson News has ever had or now has, that involve, arise from or relate to the debt of Anderson News to COMAG, except for (x) any Liabilities or other claims that are expressly preserved or otherwise arise under or from the terms of this Agreement, and (y) any obligations of any of Condé Nast, Hearst, and each person or entity on whose behalf COMAG has billed Anderson News as set forth in Exhibit "A" attached hereto to Anderson News arising out of or based on publisher incentives, special services, and similar matters as set forth in Exhibit "C" attached hereto; and

(b) COMAG, Condé Nast, Hearst, and each person or entity on whose behalf COMAG has billed Anderson News as set forth in Exhibit "A" attached hereto, and for whom is executing this Agreement, hereby agrees to fully release and discharge each of Northshore and Anderson News and their past and present officers, directors and employees from any and all Liabilities of any kind whatsoever, known or unknown, direct or consequential, that COMAG has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to COMAG, except for any Liabilities or other claims that are expressly preserved or otherwise arise under the terms of this Agreement and except for the debt being transferred to Northshore.

Without limiting the foregoing, (i) no claims against Media Solutions LLC, an entity wholly separate and distinct from Anderson News are being released, and (ii) no claims against any person or entity other than COMAG, Condé Nast, and Hearst, who is or may be a Defendant in the Antitrust Action, or any person or entity who may have acted in concert or in furtherance of the actions alleged therein or related thereto, are being released.

7. Additional Covenants.

(a) Further Assurances. At the request of another Party and without further consideration, each Party hereto shall execute and deliver, or cause to be executed and delivered, such additional consents, documents and other instruments and take all such further action as may be reasonably necessary or desirable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement.

8. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the Party to be notified, (b) when sent by confirmed electronic mail or facsimile with automatic confirmation by the transmitting machine showing the proper number of pages were transmitted without error if sent during normal business hours of the recipient, and if not during normal business hours, then on the next business day, (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the following addresses (or at such other address as a Party may hereafter specify in writing to the other Parties in accordance with this Section):

(a) If to Anderson News:

Anderson News, LLC
c/o Jay Maier
6016 Brookvale Lane, Suite 151
Knoxville, Tennessee 37919
Facsimile: (865) 558-8798
E-mail: jmaier@andersonmediacorp.com
Attention: Jay Maier

With a copy to:

Young Conaway Stargatt & Taylor, LLP
The Brandywine Building
1000 West Street, 17th Floor
Wilmington, Delaware 19899-0391
Facsimile: (302) 576-3316
E-mail: jmclaughlin@ycst.com
Attention: John D. McLaughlin, Jr., Esq.

(b) If to Northshore:

Northshore Capital, LLC
c/o Timothy Corley
2815 Darby Drive
Florence, Alabama 35631-1168
Facsimile: (256) 760-0083
E-mail: tim@timothycorley.com
Attention: Timothy Corley

with a copy to:

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Facsimile: (404) 253-8685
E-mail: grant.stein@alston.com
Attention: Grant T. Stein, Esq.

(b) If to COMAG:

Comag Marketing Group, LLC.
c/o Michael L. Sullivan, President & CEO
155 Village Boulevard
Princeton, New Jersey 08540
Facsimile: (609) 524-1630
E-mail: msullivan@i-cmg.com
Attn: Michael L. Sullivan

with a copy to:

McDermott Will & Emery LLP
c/o Lawrence I. Fox, Esq.
340 Madison Avenue
New York, New York 10173-1922
Facsimile: (212) 547-5444
lfox@mwe.com
Attn: Lawrence I. Fox, Esq.

9. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior oral or written agreements (including, but not limited to, the Term Sheet), contracts, negotiations, representations and discussions of the Parties, if any, pertaining to these matters, are merged into this Agreement. No Party to this Agreement has made any oral or written representations to any other Party other than those set forth in this Agreement, and no Party has relied upon, or is entering into, this Agreement in reliance upon any representations other than those set forth in this Agreement.

10. **Assignment.** This Agreement and the rights and obligations hereunder shall not be assignable by any Party.

11. **Binding Effect.** The obligations and rights under this Agreement shall be binding upon and inure to the benefit of, as the case may be, the Parties' successors, permitted assigns, heirs and personal representatives. This Agreement is not intended to, and shall not, confer any rights or remedies hereunder upon any person except the Parties hereto and the persons identified herein, except as otherwise expressly provided herein.

12. **No Oral Modifications or Waivers.** No waiver, modification or amendment of any provision of this Agreement shall be effective unless executed in writing by the Party or Parties to be bound by such waiver, modification or amendment. The rights and remedies of the Parties set forth in this Agreement are cumulative and in addition to, and not exclusive of, all other rights and remedies available at law, in equity or otherwise. No failure or delay on the part of any Party in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right or be construed to be a waiver of any breach of this Agreement.

13. **Interpretation of the Agreement.** This Agreement will not be construed against any of the Parties on the grounds that such Party was the author or drafter of this Agreement. Inapplicability or unenforceability for any reason of any provision of this Agreement shall neither limit nor impair the operation or validity of any other provision of this Agreement. Furthermore, in interpreting this Agreement, or any word, term or provision contained herein, no consideration or weight shall be given to the inclusion or exclusion of any word, term or provision in any prior, unexecuted draft of this Agreement exchanged by the Parties.

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be an original, but all of which taken together shall constitute a single document. This Agreement shall be binding upon each Party upon execution, regardless of whether any other Party has executed the same or a different counterpart. A photocopy, telecopy or electronic copy of an executed counterpart of this Agreement shall be sufficient to bind the party(s) whose signature(s) appear thereon.

15. **Governing Law; Venue.** The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to the conflict of laws principles thereof. The Parties hereby agree to submit to the jurisdiction of the courts located in the State of Tennessee, and Federal and State Courts in Tennessee shall be the exclusive forum in which any dispute hereunder shall be resolved.

16. **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorized officers of the Parties hereto as of the date first written above, and by signing below, each such Party agrees to be bound by this Agreement.

ANDERSON NEWS, LLC By: _____ Name: John Campbell Title: VP	**COMAG MARKETING GROUP LLC, FOR ITSELF, AND ON BEHALF OF ADVANCE MAGAZINE PUBLISHERS, INC., HEARST COMMUNICATIONS, INC., AND THE PERSONS AND ENTITES IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO** By: _____ Name: Title:
NORTHSHORE CAPITAL, LLC By: _____ Name: Jay Maier Title: VP	

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by duly authorized officers of the Parties hereto as of the date first written above, and by signing below, each such Party agrees to be bound by this Agreement.

ANDERSON NEWS, LLC By: _____ Name: Title:	**COMAG MARKETING GROUP LLC, FOR ITSELF, AND ON BEHALF OF ADVANCE MAGAZINE PUBLISHERS, INC., HEARST COMMUNICATIONS, INC., AND THE PERSONS AND ENTITES IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO** By: Brad Erlenbach Name: Brad Erlenbach Title: Sr VP CFO Comag
NORTHSHORE CAPITAL, LLC By: _____ Name: Title:	

EXHIBIT A

Persons or Entities on Whose Behalf COMAG Marketing Group LLC has billed Anderson News

Publisher

5280 PUBLISHING
AMERICAN CITY BUSINESS JL
AMERICAN INTEREST
ARIZONA HIGHWAYS
ARMCHAIR GENERAL LLC
AT HOME IN MEMPHIS LLC
BAYVIEW PUBLISHING
BBC MAGAZINES BRISTOL
BELVOIR PUBLICATIONS
BONNIER CORPORATION
BUSINESS WEEK
CANUSA PRODUCTS
CHEESETOAST INC
CITY AZ MAGAZINE
CLAIRE MURRAY ENTERPRISES
CONDE' NAST PUBLICATIONS
CONSUMERS UNION PRODUCTS
COWBOYS AND INDIANS
CURTCO/GSM
DISNEY PUBLISHING WORLDWI
DMD PUBLICATIONS
DOUBLEDOWN MEDIA LLC
EBNER PUBLISHING INTL
EMMIS PUBLISHING
EMMIS REGIONAL PUBLICATIO
FANTASY SPORTS PUB
FISH PUBLICATIONS
FOUNDATION FOR NAT PROG
GOOD MAGAZINE
HALCYON MEDIA
HANLEY-WOOD LLC
HARVARD INTL RELATIONS CO
HEARST MAGAZINES
HEMMING MOTOR NEWS
HIGHLIGHTS FOR CHILDREN
INTERWEAVE PRESS
KIPLINGER WASHINGTON EDIT

LATINA MEDIA VENTURES LLC
MANN MEDIA
MAY MEDIA GROUP
MENTAL FLOSS
MORRIS COMMUNICATIONS
MTV/NETWORK
NATIONAL GEOGRAPHIC SOCIE
NEW EAGLE MEDIA
NEWSMAX.COM
NORTH AMERICAN COMMUNICAT
NORTHERN & SHELL
OAG PUBLISHING
ODE INTERNATIONAL PUBLISH
OGDEN PUBLICATIONS INC
PACIFIC BASIN COMMUNICATI
PAINTBALL 2 EXT
PASTE MEDIA GROUP
PENNY PRESS
PORTLAND MONTHLY
QRW
QUADRATUM PUBLISHING USA
READER'S DIGEST
REDAN PUBLISHING
SPIEGEL
ST. LOUIS MAGAZINE
STORM MOUNTAIN PUBLISHING
TAM COMMUNICATIONS
THE AMERICAN ENTERPRISE I
TRILOGY MARKETING
TV GUIDE DISTRIBUTION INC
US NAVAL INSTITUTE
VMR INTERNATIONAL INC
WENNER MEDIA INC
WESTERN INTERIORS & DESIG
WINE AND SPIRITS
ZINK MEDIA
BUENA VISTA MAGAZINES INC/DISNEY
BUENA VISTA MAGAZINES INC-
WONDERTIME
CARUS PUBLISHING CORPORATION
COMPETITOR GROUP, INC.
ESPN MAGAZINE, LLC
FLORIDA HOMEBUYER MEDIA, LLC
GLOBAL DIRECT, LLC
GRAND MEDIA, LLC-TERMINATED
INNOVISION HEALTH MEDIA

JUSTEEN, LLC D/B/A JUSTINE MAGAZINE
MARIE CLAIRE INC
MCC MAGAZINES, LLC
OGDEN PUBLICATIONS, INC./UTNE MAGAZINE
PORTLAND BRIDE & GROOM, LLC
SEATTLE METROPOLITAN, LLC
SM LIVING, LLC
SMARTMONEY
STREET & SMITH'S SPORTS GROUP
THE BRITISH CONNECTION, INC.
WAINSCOT MEDIA, LLC

EXHIBIT B

Form of Assignment of Claim

EXHIBIT C

Claims Not Being Released

Publisher	Total
Us-Pocket Payment	$164,708.00
CANUSA	$ 63,379.50
Interweave	$ 21,960.00
Primedia	$ 20,407.50
Mary Engelbreit	$ 16,800.00
Country Sampler	$ 16,800.00
YM	$ 16,020.00
Weider	$ 13,838.25
MTV Networks	$ 13,113.00
Y Visionary	$ 10,350.00
Garner's Republic	$ 10,350.00
Dusty Spur	$ 2,322.00
Lens Publishing	$ 354.00
Nest	$ 1,092.00
Total	$371,494.25

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, COMAG Marketing Group LLC for itself and for Advance Magazine Publishers, Inc. ("Condé Nast"), Hearst Communications, Inc. ("Hearst"), and for the person(s) or entities on whose behalf it has billed Anderson News LLC and Anderson News Southwest as set forth in Exhibit "A" attached hereto (collectively "COMAG" or "Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), in and to any and all claims, including the claim in the amount of $13,775,761.59 (collectively, the "Claim") that Assignor now has against Anderson News, LLC and/or Anderson News Southwest (hereafter jointly with Anderson News, LLC "Anderson News"). Nothing contained herein shall be construed to transfer COMAG's claims against Media Solutions LLC, an entity wholly separate and distinct from Anderson News.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and that neither COMAG, Condé Nast, Hearst, nor any other person or entity on whose behalf COMAG has billed Anderson News as set forth in Exhibit "A" attached hereto, and for whom COMAG is executing this Agreement, has assigned, transferred, conveyed or encumbered such Claim or any portion of it; (ii) it is authorized to

transfer the Claim as contemplated hereunder; (iii) the amount of the Claim of $13,775,761.59 is a valid and accurate claim against Anderson News; and (iv) neither Condé Nast, Hearst, nor any other entity on whose behalf or for whose benefit COMAG bills Anderson News as set forth in Exhibit "A" attached hereto hold any claims against Anderson News, nor have they or COMAG transferred any claims against Anderson News.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto, and neither COMAG nor any other person or entity shall have any further right to enforce such Claim, which shall be owned by the transferee with all such rights vesting and residing exclusively in the transferee, and COMAG agrees further that it shall have no basis for any additional payment of any kind including from any amounts Anderson News may recover from the Antitrust Action (as defined in the Claim Transfer Agreement as identified below).

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Claim Transfer Agreement, dated as of November 25, 2009 (the "Claim Transfer

Agreement"), by and among Anderson News, Northshore, and COMAG. A true, correct and complete copy of the Claim Transfer Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as such term is defined in the Claim Transfer Agreement.

Dated: 25 November 2009

COMAG MARKETING GROUP LLC, FOR ITSELF, AND ON BEHALF OF ADVANCE MAGAZINE PUBLISHERS, INC., HEARST COMMUNICATIONS, INC., AND THE PERSONS AND ENTITES IDENTIFIED ON EXHIBIT "A" ATTACHED HERETO

By: Brad Erlenbach

Name: Brad Erlenbach

Title: Sr VP CFO Comag

ACKNOWLEDGMENT

STATE OF North Carolina)
) ss.:
COUNTY OF Mecklenburg)

BE IT REMEMBERED, that on this 25th day of November, 2009, before me, the subscriber, personally appeared Brad Erlenbach, who, being by me duly sworn on his ~~or her oath~~, deposed and made proof to my satisfaction that he ~~or she~~ is the Senior V.P. + CFO of COMAG, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he ~~or she~~ did acknowledge that he ~~or she~~ signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Lori J. Bellefond
Notary Public

LORI J BELLEFOND
Notary Public
Mecklenburg County
State of North Carolina
My Commission Expires Oct 28, 2011

EXHIBIT A

Persons or Entities on Whose Behalf COMAG Marketing Group LLC has billed Anderson News

Publisher

5280 PUBLISHING
AMERICAN CITY BUSINESS JL
AMERICAN INTEREST
ARIZONA HIGHWAYS
ARMCHAIR GENERAL LLC
AT HOME IN MEMPHIS LLC
BAYVIEW PUBLISHING
BBC MAGAZINES BRISTOL
BELVOIR PUBLICATIONS
BONNIER CORPORATION
BUSINESS WEEK
CANUSA PRODUCTS
CHEESETOAST INC
CITY AZ MAGAZINE
CLAIRE MURRAY ENTERPRISES
CONDE' NAST PUBLICATIONS
CONSUMERS UNION PRODUCTS
COWBOYS AND INDIANS
CURTCO/GSM
DISNEY PUBLISHING WORLDWI
DMD PUBLICATIONS
DOUBLEDOWN MEDIA LLC
EBNER PUBLISHING INTL
EMMIS PUBLISHING
EMMIS REGIONAL PUBLICATIO
FANTASY SPORTS PUB
FISH PUBLICATIONS
FOUNDATION FOR NAT PROG
GOOD MAGAZINE
HALCYON MEDIA
HANLEY-WOOD LLC
HARVARD INTL RELATIONS CO
HEARST MAGAZINES
HEMMING MOTOR NEWS
HIGHLIGHTS FOR CHILDREN
INTERWEAVE PRESS

KIPLINGER WASHINGTON EDIT
LATINA MEDIA VENTURES LLC
MANN MEDIA
MAY MEDIA GROUP
MENTAL FLOSS
MORRIS COMMUNICATIONS
MTV/NETWORK
NATIONAL GEOGRAPHIC SOCIE
NEW EAGLE MEDIA
NEWSMAX.COM
NORTH AMERICAN COMMUNICAT
NORTHERN & SHELL
OAG PUBLISHING
ODE INTERNATIONAL PUBLISH
OGDEN PUBLICATIONS INC
PACIFIC BASIN COMMUNICATI
PAINTBALL 2 EXT
PASTE MEDIA GROUP
PENNY PRESS
PORTLAND MONTHLY
QRW
QUADRATUM PUBLISHING USA
READER'S DIGEST
REDAN PUBLISHING
SPIEGEL
ST. LOUIS MAGAZINE
STORM MOUNTAIN PUBLISHING
TAM COMMUNICATIONS
THE AMERICAN ENTERPRISE I
TRILOGY MARKETING
TV GUIDE DISTRIBUTION INC
US NAVAL INSTITUTE
VMR INTERNATIONAL INC
WENNER MEDIA INC
WESTERN INTERIORS & DESIG
WINE AND SPIRITS
ZINK MEDIA
BUENA VISTA MAGAZINES INC/DISNEY
BUENA VISTA MAGAZINES INC-WONDERTIME
CARUS PUBLISHING CORPORATION
COMPETITOR GROUP, INC.
ESPN MAGAZINE, LLC
FLORIDA HOMEBUYER MEDIA, LLC
GLOBAL DIRECT, LLC
GRAND MEDIA, LLC-TERMINATED

INNOVISION HEALTH MEDIA
JUSTEEN, LLC D/B/A JUSTINE MAGAZINE
MARIE CLAIRE INC
MCC MAGAZINES, LLC
OGDEN PUBLICATIONS, INC./UTNE MAGAZINE
PORTLAND BRIDE & GROOM, LLC
SEATTLE METROPOLITAN, LLC
SM LIVING, LLC
SMARTMONEY
STREET & SMITH'S SPORTS GROUP
THE BRITISH CONNECTION, INC.
WAINSCOT MEDIA, LLC

EXHIBIT B

Claim Transfer Agreement

55m

rec'd 12/8/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, DISTICOR ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: John Lafrance

Title: Chief Executive Officer

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 7th day of Dec, 2009, before me, the subscriber, personally appeared John Lafranier, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the C.E.O. of DISTICOR, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

DISTICOR

MAGAZINE DISTRIBUTION SERVICES

December 7, 2009

John Campbell
Anderson News LLC
6016 Brookvale Lane, Suite 151
Knoxville, TN 37919

Dear John,

Please find attached a completed assignment of claim from Disticor with respect to outstanding claims against Anderson News.

If there is any other information that is required to complete this process please let me know.

Regards,

Mark V. Lafranier, C.G.A., B.B.A.
C.O.O.

695 Westney Road S., Suite 14, Ajax, Ontario, Canada L1S 6M9 • Tel: 905-619-6565 • Fax: 905-619-2903
www.disticor.com • www.magamall.com

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
55M	ASSIGNMENT OF CLAIM	12/7/09			132466.91

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1092	DISTICOR		132466.91

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105

NO 1092

NORTHSHORE CAPITAL LLC
P.O. BOX 50570
KNOXVILLE, TN 37950

DATE
Dec 7, 2009

AMOUNT
$ 132466.01

Memo:

PAY One Hundred Thirty-Two Thousand Four Hundred Sixty-Six and 01/100 Dollars
TO THE ORDER OF:

DISTICOR
895 WESTNEY ROAD, S
SUITE 14
AJAX, ONTARIO L1S 6M9

NOT ALTER 30 DAYS
TWO HUNDRED AND ONE DOLLARS OVER $100

AUTHORIZED SIGNATURE

⑆001092⑆ ⑈064208165⑈0000116910756⑈ ⑈0013246671⑈

5

Scanned: 6/10/2010-2:42:49 PM

(144m)

rec'd 12/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Transamerican Export Abs Co. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

The Cash Amount was revised 12/4/2009, to $97,000.00, as agreed to by Jay Meyer, Anderson News, and Thomas Hollander, Transamerican & Export News.

Dated: 12/4/2009

By: Thomas Hollander

Title: Vice President

ACKNOWLEDGMENT
STATE OF California)
) SS.:
COUNTY OF San Diego

BE IT REMEMBERED, that on this 4th day of DEC, 2009, before me, the subscriber, personally appeared THOMAS HOLLANDER, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the VICE PRESIDENT of TRANSAMERICAN EXPORT NEWS, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

JOUNG HEE KIM
Commission # 1729777
Notary Public - California
San Diego County
My Comm. Expires Mar 5, 2011

Notary Public

Transamerican and Export News Company

Distributing Through Independent Wholesalers since 1938

December 4, 2009

Anderson News, LLC
Attention John Campbell
6016 Brookvale Lane Suite 151
Knoxville, TN 37919

Dear Mr. Campbell:

Enclosed please find our "Assignment of Claim". This assignment is made for the $97,000.00 agreed to with Jay Meyers on 12/4/2009, and with the understanding that the outstanding RDA claims for mainline display in Walmart are included in this assignment and no longer due to Anderson from Transamerican & Export News.

If you have any questions or if I can be of service, please give me a call at 858-605-0226.

Sincerely,

Thomas Hollander
Vice President

TH/ast

12345 World Trade Drive, San Diego, California 92128
Phone (858) 605-0255 • Fax (858) 605-0247

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
199M	ASSIGNMENT OF CLAIM	12/7/09			97000.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1088	TRANSAMERICAN & EXPORT NEWS		97000.00

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105

199m

NO. 1086

DB&T

NORTHSHORE CAPITAL, LLC
P. O. BOX 63570
KNOXVILLE, TN 37950

DATE
Dec 7, 2009

AMOUNT
$ 97000.00

Memo

PAY TO THE ORDER OF: Ninety-Seven Thousand and 00/100 Dollars

TRANSAMERICAN & EXPORT NEWS
12345 WORLD TRADE DR.
SAN DIEGO, CA 92128

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑆001088⑆ ⑆064206155⑈00001159107⑈ ⑈0009700000⑈

203m

ASSIGNMENT OF CLAIM

rec'd 12/14/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, UMI PUBLICATIONS INC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/11/2009

By: R Lewis Patten III

Title: CONTROLLER

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared R. LEWIS PATTON, III, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CONTROLLER of UMI PUBLICATIONS and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Renee A Wedwick
Notary Public
commission exp. 1-21-12

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
203M	ASSIGNMENT OF CLAIM	12/14/09			27169.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1101	UMI PUBLICATIONS		27169.38

NC 1101

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 27169.38

Memo:

PAY Twenty-Seven Thousand One Hundred Sixty-Nine and 38/100 Dollars
TO THE ORDER OF:

UMI PUBLICATIONS
P.O. BOX 30036
CHARLOTTE, NC 28230

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

MP

⑈001101⑈ ⑆064208165⑆0000116910756⑈

NC 1101

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
203M	ASSIGNMENT OF CLAIM	12/14/09			27169.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1101	UMI PUBLICATIONS		27169.38

17m

NCA 12/10/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Athlon Sports Communications ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

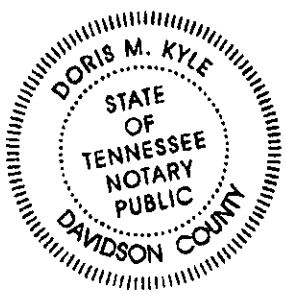
Dated:

By: _____

Title: CFO

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 10TH day of December, 2009, before me, the subscriber, personally appeared MARY LEE DUNN, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of ATHLON SPORTS Comm, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.



Doris M. Kyle
Notary Public

MY COMMISSION EXPIRES
August 23, 2011

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
17M	ASSIGNMENT OF CLAIM	12/11/09			18933.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 11, 2009	1098	ATHLON SPORTS COMMUNICATIONS		18933.29

NC 1098

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 11, 2009

AMOUNT
$ 18933.29

Memo:

PAY TO THE ORDER OF Eighteen Thousand Nine Hundred Thirty-Three and 29/100 Dollars

ATHLON SPORTS COMMUNICATIONS
220 25TH AVENUE N, STE 200
NASHVILLE,, TN 37203

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001098⑈ ⑆064208165⑆00001169107 56⑈

NC 1098

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
17M	ASSIGNMENT OF CLAIM	12/11/09			18933.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 11, 2009	1098	ATHLON SPORTS COMMUNICATIONS		18933.29

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5

12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ABARTA MEDIA / MORRIS COMM. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement. IN THE AMOUNT OF $13,992.79

Dated: 12/11/09

By: _____

Title: President
Morris Visitor Publications LLC

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared Lufar Me, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Morris Visitors Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Patricia A. Wilson
Notary Public
Expires 04/03/2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
5M	ASSIGNMENT OF CLAIM	12/15/09			13992.79

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1112	AIMM, INC. (ABARTA)		13992.79

BB&T
87-816/642

NC 1112

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 13992.79

Memo:

PAY TO THE ORDER Thirteen Thousand Nine Hundred Ninety-Two and 79/100 Dollars

AIMM, INC. (ABARTA)
801 N. MAGNOLIA AVENUE
SUITE 201
ORLANDO, FL 32803
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001112⑈ ⑆064208165⑆0000116910756⑈

NC 1112

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
5M	ASSIGNMENT OF CLAIM	12/15/09			13992.79

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1112	AIMM, INC. (ABARTA)		13992.79

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

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46m

12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, COAST TO COAST NEWSSTAND SERVICES PARTNERSHIP ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 56280-17 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"). Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated: 14 DECEMBER 2009

By: DESMOND CANNING

Title: VICE PRESIDENT & CFO

ACKNOWLEDGMENT

STATE OF PROVINCE of Ontario) ss.:
COUNTY OF York Region)

BE IT REMEMBERED, that on this 14 day of December 2009, before me, the subscriber, personally appeared Desmond Canning, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Vice President & CFO of Coast to Coast Reclaiming Services Partnership and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

SUSAN AMBROSE
BARRISTER & SOLICITOR
105 MAIN ST
UNIONVILLE ONTARIO L3R 2G1

RECEIVED NOV 2 6 2009

AFFIDAVIT OF CLAIM

The undersigned hereby represents, under penalty of perjury, that the amount set opposite his/her signature is a true and correct statement of the amount owing to the undersigned, as of March 2, 2009, the date of the filing of the involuntary bankruptcy Case No. 09-10695 in United States Bankruptcy Court, District of Delaware, for all credit extended to Anderson News, LLC, and any other amounts due from Anderson News, after making such prior adjustments for credits and setoffs that may be due, a copy of such statement of account and any other supporting documents being attached hereto and made a part hereof.

Dated this 7TH day of DECEMBER 2009.

AMOUNT OF CLAIM 56 280.17
(In U. S. Dollars)

Signature of Creditor

COAST TO COAST NEWSSTAND SERVICES PARTNERSHIP
Name of Creditor

By DESMOND CANNING

Its VICE PRESIDENT & CFO

5230 FINCH AVENUE EAST, SUITE #
Street Address

TORONTO, ONTARIO M1S 4Z9
City, State, Zip Code

416.754.3900 (243) DESMONDC@CTCMAGAZINE.CO.
Phone E-Mail

Witness Signature

GLENN MORGAN
[Printed name of Witness]

12/11/09

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
46M	ASSIGNMENT OF CLAIM	12/15/09			11256.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1108	COAST TO COAST NEWSSTAND		11256.03

BB&T
87-816/642

NC 1108

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 11256.03

Memo:

PAY TO THE ORDER Eleven Thousand Two Hundred Fifty-Six and 03/100 Dollars

COAST TO COAST NEWSSTAND
5230 FINCH AVE. E. UNIT 1
CANADA M1S 4Z9

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001108⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1108

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
46M	ASSIGNMENT OF CLAIM	12/15/09			11256.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1108	COAST TO COAST NEWSSTAND		11256.03

7m

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Action Sports Media ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/7/09

By: _____

Title: Asst Secretary

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 7th day of December, 2009, before me, the subscriber, personally appeared Jerry L Felix, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Asst Secretary of Action Sports Media and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Frieda Nelson
Notary Public 3/4/12

FRIEDA NELSON
STATE OF TENNESSEE NOTARY PUBLIC
BLOUNT COUNTY

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7M	ASSIGNMENT OF CLAIM	1/6/10			9679.32

Replacement check

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 6, 2010	1431	ACTION SPORTS MEDIA		9679.32

NC 1431

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Jan 6, 2010

AMOUNT
$ 9679.32

Memo:

PAY Nine Thousand Six Hundred Seventy-Nine and 32/100 Dollars

TO THE ORDER OF:
ACTION SPORTS MEDIA
3401 RUSS CIRCLE, STE E
ALCOA, TN 37701
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001431⑈ ⑆064208165⑆0000116910756⑈

NC 1431

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7M	ASSIGNMENT OF CLAIM	1/6/10			9679.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 6, 2010	1431	ACTION SPORTS MEDIA		9679.32

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7M	ASSIGNMENT OF CLAIM	12/8/09			9679.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 8, 2009	1093	ACTION MEDIA INC		9679.32

NC 1093

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 8, 2009

AMOUNT
$ 9679.32

Memo:

PAY THE ORDER OF: Nine Thousand Six Hundred Seventy-Nine and 32/100 Dollars

ACTION MEDIA INC
8350 W SAHARA AVE
STE 210
LAS VEGAS, NV 89113
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001093⑈ ⑆064208165⑆0000116910756⑈

NC 1093

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7M	ASSIGNMENT OF CLAIM	12/8/09			9679.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 8, 2009	1093	ACTION MEDIA INC		9679.32

(40m)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CELEBRATE PUBLISHING GROUP ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/18/09

By: _____

Title: PRESIDENT

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 18th day of December, 2009, before me, the subscriber, personally appeared Mari See, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Celebrate Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Stephanie Mereweather
Notary Public

STEPHANIE J. MEREWEATHER
MY COMMISSION # 12350294
EXPIRES: September 13, 2016
Benton County

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
40M	ASSIGNMENT OF CLAIM	12/21/09			9014.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1239	CELEBRATE PUBLISHING GROUP INC		9014.95

NC 1239

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 9014.95

Memo:

Nine Thousand Fourteen and 95/100 Dollars

THE ORDER OF:
CELEBRATE PUBLISHING GROUP INC
3333 PINNACLE HILLS PARKWAY
SUITE 100
ROGERS, AR 72758
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001239⑈ ⑆064208165⑆0000116910756⑈

NC 1239

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
40M	ASSIGNMENT OF CLAIM	12/21/09			9014.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1239	CELEBRATE PUBLISHING GROUP INC		9014.95

193m

Rec'd 12/9/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, TEXAS FISH + GAME PUBLISHING CO. LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 9th day of Dec., 2009, before me, the subscriber, personally appeared Duane Hruzek, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Marketing & Cir Dir of Texas Fish & Game Publishing L.L.C, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

DENNISE L. YORK
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 01, 2011

Dennise L. York
Notary Public

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/9/09

By: [signature]

Title: MARKETING + CIRCULATION DIRECTOR

AGREED TO THE FOLLOWING

$34892.51 OUTSTANDING BALANCE

20% SETTLEMENT = $6,978.40

[signature]

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
193M	ASSIGNMENT OF CLAIM	12/9/09			6978.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 9, 2009	1095	TEXAS FISH & GAME		6978.40

NC 1095

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 9, 2009

AMOUNT
$ 6978.40

Memo:

PAY Six Thousand Nine Hundred Seventy-Eight and 40/100 Dollars
THE
ORDER
OF:

TEXAS FISH & GAME
1745 GREENS ROAD
HOUSTON, TX 77032

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001095⑈ ⑆064208165⑆00001169 10756⑈

NC 1095

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
193M	ASSIGNMENT OF CLAIM	12/9/09			6978.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 9, 2009	1095	TEXAS FISH & GAME		6978.40

125M
12/22/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Modern Luxury Media ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/21/09

By: _____

Title: SVP, FINANCE

ACKNOWLEDGMENT
STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 21st day of December, 2009, before me, the subscriber, personally appeared John Pietrowicz, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the SVP, Finance of MODERN LUXURY, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

MICHELE A. BALDWIN
Commission # 1826211
Notary Public - California
Los Angeles County
My Comm. Expires Dec 8, 2012

Michele Baldwin
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
125M	ASSIGNMENT OF CLAIM	12/22/09			6935.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1306	MODERN LUXURY,INC.		6935.48

NC 1306

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 6935.48

Memo:

PAY Six Thousand Nine Hundred Thirty-Five and 48/100 Dollars

TO THE ORDER OF:
MODERN LUXURY,INC.
5455 WILSHIRE BLVD. STE. 1412
C/O ERIC HOLEN
LOS ANGELES,, CA 90036

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001306⑈ ⑆064208165⑆0000116910756⑈

NC 1306

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
125M	ASSIGNMENT OF CLAIM	12/22/09			6935.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1306	MODERN LUXURY,INC.		6935.48

(170m)

rec'd 12/2/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Gatehouse Media Illinois Holdings, Inc. d/b/a SI Trader ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC. d/b/a SI Trader

By: _____

Title: CEO

ACKNOWLEDGMENT
STATEOF NEW YORK)
) ss.:
COUNTY OF MONROE)

BE IT REMEMBERED, that on this 2nd day of DECEMBER, 2009, before me, the subscriber, personally appeared MICHAEL E. REED, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CEO of GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC. D/B/A S.I. TRADER, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

MONICA L. TREVISO
Notary Public, State of New York
Reg. #01HE6020711
Qualified in Monroe County
Commission Expires March 8, 2011

Monica L. Treviso
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
170M	ASSIGNMENT OF CLAIM	12/4/09			5067.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1083	SOUTHERN ILLINOIS TRADER		5067.35

NC 1083

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 4, 2009

AMOUNT
$ 5067.35

Memo:

PAY Five Thousand Sixty-Seven and 35/100 Dollars
TO THE ORDER OF:

SOUTHERN ILLINOIS TRADER
PO BOX 617
WEST FRANKFORT, IL 62896

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001083⑈ ⑆064208165⑆0000116910796⑈

NC 1083

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
170M	ASSIGNMENT OF CLAIM	12/4/09			5067.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1083	SOUTHERN ILLINOIS TRADER		5067.35

(57M)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, DOWNHOME PUBLICATIONS INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: Richard Ryan

Title: PRESIDENT

ACKNOWLEDGMENT
STATEOF)
MISSISSIPPI) ss.:
COUNTY OF)
HINDS

BE IT REMEMBERED, that on this 11 day of December, 2009, before me, the subscriber, personally appeared RICHARD ROPER, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the PRESIDENT of DOWNHOME PUBLICATIONS INC the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

MARVA PATRICE TURNER
NOTARY PUBLIC
EXPIRES
MISSISSIPPI
SEPTEMBER 13, 2010
HINDS COUNTY, MS

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
57M	ASSIGNMENT OF CLAIM	12/17/09			4616.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 17, 2009	1231	DOWNHOME/MISSISSIPPI		4616.87

BB&T
87-816/642

NC 1231

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 17, 2009

AMOUNT
$ 4616.87

Memo:

PAY THE ORDER OF: Four Thousand Six Hundred Sixteen and 87/100 Dollars

DOWNHOME/MISSISSIPPI
P O BOX 16445
JACKSON, MS 39236

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001231⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1231

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
57M	ASSIGNMENT OF CLAIM	12/17/09			4616.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 17, 2009	1231	DOWNHOME/MISSISSIPPI		4616.87

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
84M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4523.92

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1355	HAWAII WEDDINGS		4523.92

NC 1355

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 4523.92

Memo:

PAY TO THE ORDER OF: Four Thousand Five Hundred Twenty-Three and 92/100 Dollars

HAWAII WEDDINGS
P.O. BOX 10308
HONOLULU, HI 9816
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001355⑈ ⑆064208165⑆000011691075 6⑈

NC 1355

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
84M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4523.92

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1355	HAWAII WEDDINGS		4523.92

NORTHSHORE CAPITAL LLC

$ 4823.02

84M

98m

12/18/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, JES PUBLISHING/SALT LAKE MAGAZINE ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: General Partner

ACKNOWLEDGMENT
STATEOF) Florida
) ss.:
COUNTY OF) Palm Beach

BE IT REMEMBERED, that on this 14th day of December/2009, before me, the subscriber, personally appeared John Shuff, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the General Partner of JES Publishing Seattle LLC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public State of Florida
Jeanne S Greenberg
My Commission DD680697
Expires 07/11/2011

Jeanne S Greenberg
Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
98M	ASSIGNMENT OF CLAIM	12/18/09			3755.16

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1235	J.E.S. PUBLISHING, INC.		3755.16

BB&T
87-816/642

NC 1235

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 18, 2009

AMOUNT
$ 3755.16

Memo:

PAY THE ORDER OF: Three Thousand Seven Hundred Fifty-Five and 16/100 Dollars

J.E.S. PUBLISHING, INC.
6413 CONGRESS AVE, STE 100
BOCA RATON, FL 33428

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001235⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1235

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
98M	ASSIGNMENT OF CLAIM	12/18/09			3755.16

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1235	J.E.S. PUBLISHING, INC.		3755.16

NC 1403

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
172M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			3525.26

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1403	SALT LAKE CITY MAGAZINE		3525.26

BB&T
87-816/642

NC 1403

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 3525.26

Memo:

P Three Thousand Five Hundred Twenty-Five and 26/100 Dollars
T
ORDER
OF:

SALT LAKE CITY MAGAZINE
240 E. MORRIS AVE. STE. 350
SALT LAKE CITY, UT 84115

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001403⑈ ⑆064208165⑆0000116910756⑈

NC 1403

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
172M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			3525.26

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1403	SALT LAKE CITY MAGAZINE		3525.26

NO 1403

NORTHSHORE CAPITAL, LLC

DATE

Dec 23 2009

$ 3375.00

172M

121m

ASSIGNMENT OF CLAIM

Nd
12/4/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, MTS PUBLISHING CO * ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

* LISTED ON SPREADSHEET AS "MIDWEST TRUCK-CAR SALES

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/

By: Stephen J Shimatto

Title: PRESIDENT

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

OFFICIAL SEAL
JOHN M DOENGES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 09/15/10

BE IT REMEMBERED, that on this 30 day of NOVEMBER, 2009, before me, the subscriber, personally appeared STEPHEN J. SHUMATK, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the PRESIDENT of MJS PUBLISHING, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

John M. Doenges
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
121M	ASSIGNMENT OF CLAIM	12/4/09			3372.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1081	MTS PUBLISHING COMPANY		3372.82

NC 1081

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 4, 2009

AMOUNT
$ 3372.82

Memo:

PAY Three Thousand Three Hundred Seventy-Two and 82/100 Dollars
TO THE ORDER OF:

MTS PUBLISHING COMPANY
1832 CENTRE POINT CIR, STE 108
NAPERVILLE, IL 60563

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001081⑈ ⑆064208165⑆00001169107 56⑈

NC 1081

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
121M	ASSIGNMENT OF CLAIM	12/4/09			3372.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1081	MTS PUBLISHING COMPANY		3372.82

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
206M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			3273.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1417	UP MEDIA GROUP, INC.		3273.98

BB&T
87-816/642

NC 1417

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 3273.98

Memo:

Three Thousand Two Hundred Seventy-Three and 98/100 Dollars

PAY TO THE ORDER OF:
UP MEDIA GROUP, INC.
2400 LAKE PARK DR, STE 440
SMYRNA, GA 30080

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001417⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1417

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
206M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			3273.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1417	UP MEDIA GROUP, INC.		3273.98

NO. 1417

NORTHSHORE CAPITAL LLC

DATE

Memo

$ 3273.99

206M

161M

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, PRO Motion Publishing Ltd ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-16-09

By: Michelle V. Fuller

Title: President / publisher

ACKNOWLEDGMENT
STATE OF Alabama)
) ss.:
COUNTY OF Walker)

BE IT REMEMBERED, that on this 16th day of December, 2009, before me, the subscriber, personally appeared Michelle K. Tabb, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President/Publisher of Pro Motion Tabb, Inc. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Beth Beal
Notary Public
MCE 6-12-10

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
161M	ASSIGNMENT OF CLAIM	12/17/09			2926.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 17, 2009	1233	PRO-MOTION MARKETING		2926.74

BB&T
87-816/642

NC 1233

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 17, 2009

AMOUNT
$ 2926.74

Memo:

Two Thousand Nine Hundred Twenty-Six and 74/100 Dollars

THE ORDER OF:
PRO-MOTION MARKETING
1065 WHITTEMORE ROAD
JASPER, AL 35503

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001233⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1233

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
161M	ASSIGNMENT OF CLAIM	12/17/09			2926.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 17, 2009	1233	PRO-MOTION MARKETING		2926.74

NORTHSHORE CAPITAL, LLC

NC 1316

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
3M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2918.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1316	944 MEDIA, INC.		2918.90

BB&T
87-816/642

NC 1316

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2918.90

Memo:

PAY TO THE ORDER OF: Two Thousand Nine Hundred Eighteen and 90/100 Dollars

944 MEDIA, INC.
4237 N. CRAFTSMAN COURT
SCOTTSDALE,, AZ 85251
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001316⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1316

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
3M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2918.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1316	944 MEDIA, INC.		2918.90

NORTHSHORE CAPITAL, LLC

DATE

$ 2018.00

3M

(182) (mog)

received 11/25/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, SPORTS TIME Publishing ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/23/09

By: Don Carringer

Title: President

ACKNOWLEDGMENT
STATEOF TN)
) ss.:
COUNTY OF Knox)

ROBERT A. DUNCAN
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY

BE IT REMEMBERED, that on this 23 day of Nov., 2009, before me, the subscriber, personally appeared DON CARRINGER, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner / President of SPORTS TIME Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Robert A. Duncan
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
182	ASSIGNMENT OF CLAIM	11/30/09			2870.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 30, 2009	1071	SPORTS TIME PUBLICATIONS		2870.35

NC 1071

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Nov 30, 2009

AMOUNT
$ 2870.35

Memo:

PAY Two Thousand Eight Hundred Seventy and 35/100 Dollars
TO THE ORDER OF:

SPORTS TIME PUBLICATIONS
P O BOX 5464
KNOXVILLE, TN 37928

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001071⑈ ⑆064208165⑆0000116910756⑈

NC 1071

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
182	ASSIGNMENT OF CLAIM	11/30/09			2870.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Nov 30, 2009	1071	SPORTS TIME PUBLICATIONS		2870.35

#2405.29 (16M)

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ASPEN Magazine ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/14/2009

L Weissman

By: Lauren Weissman

Title: Business Manager

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.:
COUNTY OF Pitkin)

BE IT REMEMBERED, that on this 14th day of December 2009, before me, the subscriber, personally appeared Lauren M Weissman, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Business manager c/o Aspen Magazine of ~~[illegible]~~ and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

NOTARY PUBLIC
M. KINKELAAR
STATE OF COLORADO

My Commission Expires 08/10/2011

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
16M	ASSIGNMENT OF CLAIM	12/22/09			2465.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1297	ASPEN MAGAZINE		2465.29

NC 1297

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 2465.29

Memo:

PAY Two Thousand Four Hundred Sixty-Five and 29/100 Dollars
TO THE ORDER OF:

ASPEN MAGAZINE
720 E DURANT AVE #E-8
ASPEN, CO 81611
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001297⑈ ⑆064208165⑆0000116910756⑈

NC 1297

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
16M	ASSIGNMENT OF CLAIM	12/22/09			2465.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1297	ASPEN MAGAZINE		2465.29

216
12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, WHERE MAGAZINES ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement. IN THE AMOUNT OF $ 2,428.46

Dated: 12/11/09

By: _____

Title: President
Morris Visitor Publications LLC

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared before me, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Maria Visitation Publication and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Patricia A. Wilson
Notary Public
Expires 04/03/2011

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
216M	ASSIGNMENT OF CLAIM	12/15/09			2428.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1113	WHERE MAGAZINES		2428.46

NC 1113

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 2428.46

Memo:

PAY TO THE ORDER Two Thousand Four Hundred Twenty-Eight and 46/100 Dollars

WHERE MAGAZINES
1750 S BRENTWOOD
#511
ST. LOUIS, MO 63144
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001113⑈ ⑆064208165⑆0000116910756⑈

NC 1113

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
216M	ASSIGNMENT OF CLAIM	12/15/09			2428.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1113	WHERE MAGAZINES		2428.46

207

may

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Vestra Interest / Kentucky Monthly ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11-24-09

By: Barbara Kay West

Title: Treasurer, VLP

ACKNOWLEDGMENT
STATEOF Ky)
) ss.:
COUNTY OF Franklin)

BE IT REMEMBERED, that on this 24 day of Nov, 2009, before me, the subscriber, personally appeared Barbara Kay Vest, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the _____ of _____, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Carol Floyd
Notary Public
My Commission 12-12-2011

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
207	ASSIGNMENT OF CLAIM	12/1/09			2412.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1076	VESTED INTEREST PUBLICATIONS		2412.66

NC 1076

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 1, 2009

AMOUNT
$ 2412.66

Memo:

PAY TO THE ORDER OF: Two Thousand Four Hundred Twelve and 66/100 Dollars

VESTED INTEREST PUBLICATIONS
213 ST. CLAIR STREET
FRANKFORT, KY 40602

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001076⑈ ⑆064208165⑆0000116910756⑈

NC 1076

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
207	ASSIGNMENT OF CLAIM	12/1/09			2412.66

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1076	VESTED INTEREST PUBLICATIONS		2412.66

(18m)

Rec'd 12/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Atlanta Style + Design, LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/2/09

By: Lynette Sun

Title: President
Atlanta Style + Design LLC

ACKNOWLEDGMENT

STATE OF South Carolina)
) ss.:
COUNTY OF Charleston)

BE IT REMEMBERED, that on this 2nd day of December, 2009, before me, the subscriber, personally appeared Quentin Senise, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Atlanta Style + Design, LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Heidi Mackenkamp
Notary Public of SC

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
18M	ASSIGNMENT OF CLAIM	12/7/09			2347.76

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1085	ATLANTA STYLE & DESIGN, LLC		2347.76

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
219M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2238.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1421	WV DIVISING OF NATURAL RESOUR.		2238.60

BB&T
87-816/642

NC 1421

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 2238.60

Memo:

Two Thousand Two Hundred Thirty-Eight and 60/100 Dollars

ORDER OF:
WV DIVISING OF NATURAL RESOUR.
CAPITAL COMPLEX, BLG 3
ROOM 662
CHARLESTON, WV 25305-0669

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001421⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1421

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
219M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			2238.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1421	WV DIVISING OF NATURAL RESOUR.		2238.60

NORTHSHORE CAPITAL, LLC

NO. 1421

DATE

$ 2239.00

219m

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
3M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1979.71
0	DUE TO/(FROM) ANDERSON NEWS	12/23/09			897.09

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
)ec 23, 2009	1321	ANTHEM PUBLISHING- BOOKS		2876.80

NC 1321

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT

Memo:

$ 2876.80

PA Two Thousand Eight Hundred Seventy-Six and 80/100 Dollars
TO
ORDER
OF:

ANTHEM PUBLISHING- BOOKS
7101 COLLEGE BLVD #1150
OVERLAND PARK, KS 66210
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001321⑈ ⑆064208165⑆0000116910756⑈

NC 1321

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
13M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1979.71
90	DUE TO/(FROM) ANDERSON NEWS	12/23/09			897.09

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1321	ANTHEM PUBLISHING- BOOKS		2876.80

9667

NO. 1521

NORTHSHORE CAPITAL, LLC

DATE

$ 2678.80

ANDREW PUBLISHING SERVS
7101 COLLEGE BLVD
OVERLAND PARK, KS 66211
USA

13m

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1573.42 109m

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Rachel L Champagne ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: Credit Manager

ACKNOWLEDGMENT
STATE OF Louisiana)
) ss.:
COUNTY OF Bienville)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared Brooke L Champagne, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Credit Mang of Louisiana Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

SIGNATURES ONLY
NOTARY DID NOT FORM
DOCUMENT
HOLD NOTARY HARMLESS

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
109M	ASSIGNMENT OF CLAIM	12/22/09			1873.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1304	LOUISIANA PUBLISHING		1873.42

NC 1304

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 1873.42

Memo:

PAY TO THE ORDER OF: One Thousand Eight Hundred Seventy-Three and 42/100 Dollars

LOUISIANA PUBLISHING
P.O. BOX 1199
BOUTTE, LA 70039

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001304⑈ ⑆064208165⑆0000116910756⑈

NC 1304

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
109M	ASSIGNMENT OF CLAIM	12/22/09			1873.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1304	LOUISIANA PUBLISHING		1873.42

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LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

$1,633.40 64M 12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, FLORIDA GARDENING PRESS INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 17 DEC 09

FLORIDA GARDENING PRESS, INC

By: [signature]

Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF Florida)
) ss.:
COUNTY OF Brevard)

BE IT REMEMBERED, that on this 17th day of December, 2009, before me, the subscriber, personally appeared Warren L. Nelson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Florida Gardening Press Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

NOTARY PUBLIC STATE OF FLORIDA
TERESA A. HOSPODAR
Commission DD 760954
Expires March 19, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Teresa A. Hospodar
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
64M	ASSIGNMENT OF CLAIM	12/22/09			1633.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1301	FLORIDA GARDENING PRESS		1633.40

NC 1301

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 1633.40

Memo:

PAY One Thousand Six Hundred Thirty-Three and 40/100 Dollars
HE
ER

FLORIDA GARDENING PRESS
PO BOX 500678
MALABAR, FL 32950

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001301⑈ ⑆064208165⑆00001169 10756⑈

NC 1301

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
64M	ASSIGNMENT OF CLAIM	12/22/09			1633.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1301	FLORIDA GARDENING PRESS		1633.40

116M

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, NDA# 1843 Memphis Magazine ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/15/09

By: Kenneth Neill

Title: Publisher/CEO

MEMPHIS MAGAZINE

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 15 day of December, 2009, before me, the subscriber, personally appeared Kenneth Neill, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Publisher/CEO of Memphis Magazine, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Dovye L. Perriguey
Notary Public
My Commission expires March 3, 2013

DOVYE L. PERRIGUEY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

NORTHSHORE CAPITAL, LLC

NC 1379

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
116M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1582.81

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1379	MEMPHIS MAGAZINE		1582.81

BB&T
87-816/642

NC 1379

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1582.81

Memo:

PAY TO THE ORDER OF One Thousand Five Hundred Eighty-Two and 81/100 Dollars

MEMPHIS MAGAZINE
P.O. BOX 1738
MEMPHIS, TN 38101

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001379⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1379

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
116M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1582.81

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1379	MEMPHIS MAGAZINE		1582.81

NO 1379

NORTHSHORE CAPITAL, LLC

DATE

Memo

$ 1682.81

Memphis Marathon

116M

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
104M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1561.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1374	LANDMARK COMMUNITY NEWSPAPERS		1561.02

NC 1374

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1561.02

Memo:

PAY TO THE ORDER OF: One Thousand Five Hundred Sixty-One and 02/100 Dollars

LANDMARK COMMUNITY NEWSPAPERS
P.O. BOX 549
SHELBYVILLE, KY 40066-0549

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001374⑈ ⑆064208165⑆0000116910756⑈

NC 1374

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
104M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1561.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1374	LANDMARK COMMUNITY NEWSPAPERS		1561.02

NC 1374

NORTHSHORE CAPITAL, LLC
P.O. BOX 52000
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1561.02

Memo:

PAY TO THE ORDER OF: One Thousand Five Hundred Sixty-One and 02/100 Dollars

LANDMARK COMMUNITY NEWSPAPERS
P.O. BOX 549
SHELBYVILLE, KY 40065-0549

⑈001374⑈ ⑆064208165⑆000011691075 6⑈

2161 - 0000000000- >0000021774<

NORTHSHORE CAPITAL, LLC

NC 1382

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
131M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1517.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1382	NATIONAL BOOK NETWORK MAGS		1517.74

BB&T
87-816/642

NC 1382

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1517.74

Memo:

PAY TO THE ORDER OF: One Thousand Five Hundred Seventeen and 74/100 Dollars

NATIONAL BOOK NETWORK MAGS
PO BOX 62188
BALTIMORE, MD 21264-2188
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001382⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1382

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
131M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1517.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1382	NATIONAL BOOK NETWORK MAGS		1517.74

NC 1382

NORTHSHORE CAPITAL, LLC
P. O. BOX [illegible]
[illegible], NJ [illegible]

DATE
Dec 23, 2009

AMOUNT
$ 1517.34

Memo:

PAY TO THE ORDER OF: One Thousand Five Hundred Seventeen and 34/100 Dollars

NATIONAL BOOK NETWORK MAGS
PO BOX [illegible]
BALTIMORE, MD 21264-2183
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $[illegible]

AUTHORIZED SIGNATURE

13/mc

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST INCORRECT NYCML LLC AND INCORPORATES BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO WHICH PAYEE AGREES.

CREDIT TO WITHIN NAMED PAYEE

1414.02 59m

ASSIGNMENT OF CLAIM

12/21/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Eastport Publishing Partners 6551 ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By:

Title: Mg Member

ACKNOWLEDGMENT
STATEOF TENNESSEE)
) ss.:
COUNTY OF SHELBY)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared Jeff Presley, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Assignor of Eastport Publishing Partners and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

ANDREA C. STROUPE
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 02/01/2012

Andrea C. Stroupe
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
59M	ASSIGNMENT OF CLAIM	12/22/09			1414.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1299	EAST PORT PUBLISHING PARTNERS		1414.02

NC 1299

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 1414.02

Memo:

PAY THE ORDER OF: One Thousand Four Hundred Fourteen and 02/100 Dollars

EAST PORT PUBLISHING PARTNERS
2650 THOUSAND OAKS, STE 2200
MEMPHIS, TN 38118

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP

AUTHORIZED SIGNATURE

⑈001299⑈ ⑆064208165⑆0000116910756⑈

NC 1299

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
59M	ASSIGNMENT OF CLAIM	12/22/09			1414.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1299	EAST PORT PUBLISHING PARTNERS		1414.02

59m

NORTHSHORE CAPITAL, LLC
P. O. BOX 62570
KNOXVILLE, TN 37950

BB&T

NO 1299

DATE
Dec 22, 2008

AMOUNT
$ 1414.02

Memo:

PAY TO THE ORDER OF One Thousand Four Hundred Fourteen and 02/100 Dollars

EAST PORT PUBLISHING PARTNERS
2850 THOUSAND OAKS, STE 2200
MEMPHIS, TN 38118

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $5000

⑈001299⑈ ⑆064208165⑆0000116910756⑈

Independent Bank
⑆064008426⑆

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+ 1407.24 (54m)

ASSIGNMENT OF CLAIM

12/21/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Dining Out, LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/15/2005

By: [signature]

Title: Controller

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
54M	ASSIGNMENT OF CLAIM	12/22/09			1407.24

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1298	DINING OUT, LLC		1407.24

BB&T
87-816/642

NC 1298

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 1407.24

Memo:

PAY One Thousand Four Hundred Seven and 24/100 Dollars
THE
ER

DINING OUT, LLC
1745 WAZEE ST. #3H
DENVER, CO 80202
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001298⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1298

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
54M	ASSIGNMENT OF CLAIM	12/22/09			1407.24

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1298	DINING OUT, LLC		1407.24

Scanned: 6/10/2010-2:43:58 PM

(190 mag)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Tampa Bay Publications ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11-25-09

By: _____

Title: President

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 25th day of Nov., 2009, before me, the subscriber, personally appeared _____, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Tampa Bay Publications the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

CONNIE LEE WILLIAMS
Commission DD 668268
Expires August 10, 2011
Bonded Thru Troy Fain Insurance 800-385-7019

Connie Lee Williams
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
190	ASSIGNMENT OF CLAIM	12/1/09			1364.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1075	TAMPA BAY PUBLICATIONS		1364.32

BB&T
87-816/642

NC 1075

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 1, 2009

AMOUNT
$ 1364.32

Memo:

PAY TO THE ORDER OF: One Thousand Three Hundred Sixty-Four and 32/100 Dollars

TAMPA BAY PUBLICATIONS
5915 MEMORIAL HWY
STE K
TAMPA, FL 33615

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001075⑈ ⑆064208165⑆0000116910756⑈

NC 1075

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
190	ASSIGNMENT OF CLAIM	12/1/09			1364.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1075	TAMPA BAY PUBLICATIONS		1364.32

160m

1349.02

12/22/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, [illegible] ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/22/01

By: Guy Prouty

Title: President

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 22 day of December, 2009, before me, the subscriber, personally appeared _____, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the _____ of _____, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

_____
Notary Public

For Guy Prokay

NOTARY PUBLIC
EXPIRES
GEORGIA
June 2, 2012
CHEROKEE COUNTY

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
160M	ASSIGNMENT OF CLAIM	12/22/09			1349.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1311	PROKAY COMMUNICATIONS		1349.42

NC 1311

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 1349.42

Memo:

PAY THE ORDER OF: One Thousand Three Hundred Forty-Nine and 42/100 Dollars

PROKAY COMMUNICATIONS
6175 HICKORY FLAT HWY
#110-304
CANTON, GA 30115

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001311⑈ ⑆064208165⑆0000116910756⑈

NC 1311

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
160M	ASSIGNMENT OF CLAIM	12/22/09			1349.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1311	PROKAY COMMUNICATIONS		1349.42

(80m)

ASSIGNMENT OF CLAIM

Hagerstown Almanac Rec'd 12/7/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Gerald W. Spessard ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/2/09

By: Gerald W. Poissant

Title: Member of LLC

ACKNOWLEDGMENT
STATEOF Maryland)
) ss.:
COUNTY OF)
Washington

BE IT REMEMBERED, that on this 2nd day of Dec., 2009, before me, the subscriber, personally appeared Gerald W. Spessard, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Member of Gruber Almanack, LLC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Sandra L. Mills
Notary Public
Sandra L. Mills
Expire: 01-01-2010

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
80M	ASSIGNMENT OF CLAIM	12/7/09			1292.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1090	HAGERSTOWN ALMANAC		1292.55

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105

BB&T
87-316/640

NC 1090

NORTHSHORE CAPITAL, LLC
P. O. BOX 820470
KNOXVILLE, TN 37980

DATE
Dec 7, 2009

AMOUNT
$ 1292.55

Memo:

PAY TO THE ORDER OF One Thousand Two Hundred Ninety-Two and 55/100 Dollars

HAGERSTOWN ALMANAC
1120 PROFESSIONAL COURT
PO BOX 609
HAGERSTOWN, MD 21741-0609

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑆001090⑆ ⑈064208168⑈0000116810756⑈

Scanned: 6/10/2010-2:44:06 PM

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
135M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1290.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1383	NEBRASKA LIFE MAGAZINE		1290.65

NC 1383

BB&T
87-816/842

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1290.65

Memo:

PAY TO THE ORDER OF: One Thousand Two Hundred Ninety and 65/100 Dollars.

NEBRASKA LIFE MAGAZINE
P.O. BOX 819
NORFOLK,, NE 68702

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back

⑈001383⑈ ⑆064208165⑆00001169 10756⑈

NC 1383

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
135M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1290.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1383	NEBRASKA LIFE MAGAZINE		1290.65

NO 1383

NORTHSHORE CAPITAL, LLC

DATE

$ 1000.65

NEBRASKA LIFE INSURANCE

BankFirst
X10490016524
2009-12-30
120165919
Norfolk Main

(134m)

1/6/10

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby Acknowledged, the Nebraska Game and Parks Commission, owner of Nebraska Land Calendar, (Assignor) hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U. S. Bankruptcy Code. The amount set forth on the Recovery Summary Spreadsheet is One Thousand One Hundred Seventy-eight Dollars and Ninety-six Cents ($1,178.96).

The foregoing assignment is made without representation or warranty of any kind, Including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet in the amount of Five Thousand, Eight Hundred Ninety-four Dollars and Seventy-nine Cents

($5,894.79) is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to

Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement and Incorporated herein by reference.

DATED: December 8, 2009.

NEBRASKA GAME AND PARKS COMMISSION

By: Rex Amack

Rex Amack

Title: Director

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

BE IT REMEMBERED, that on this 8th day of December, 2009, before me, the subscriber, personally appeared Rex Amack, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction that he is the Director of the Nebraska Game and Parks Commission, and the person who has signed the within instrument; and I having first made known to such

person the contents thereof, he did acknowledge that he signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its governing body, for the uses and purposes therein expressed.

My Commission Expires:
June 6, 2010

Notary Public

GENERAL NOTARY-State of Nebraska
Victoria Hessheimer
My Comm Exp June 6, 2010

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
134M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1178.96

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1384	NEBRASKALAND CALENDAR		1178.96

NC 1384

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1178.96

Memo:

PAY TO THE ORDER OF: One Thousand One Hundred Seventy-Eight and 96/100 Dollars

NEBRASKALAND CALENDAR
P.O. BOX 30370
LINCOLN, NE 68503

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001384⑈ ⑆064208165⑆00001169107 56⑈

NC 1384

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
134M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1178.96

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1384	NEBRASKALAND CALENDAR		1178.96

NO 1384

NORTHSHORE CAPITAL, LLC

DATE

134m

201m

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Tucson Lifestyle ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: Lorinda Anderson

Title: Corporate Controller

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 21 day of December, 2009, before me, the subscriber, personally appeared Brenda Anderson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Corporate Controller of Tucson Lifestyle, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Sandy Schoenberger
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
201M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1090.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1413	TUCSON LIFESTYLE		1090.32

BB&T
87-816/642

NC 1413

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1090.32

Memo:

One Thousand Ninety and 32/100 Dollars

PAY TO THE ORDER OF:

TUCSON LIFESTYLE
ATTN: BARBARA MEDINER
7000 E. TANQUE VERDE
TUCSON, AZ 85715

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001413⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1413

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
201M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1090.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1413	TUCSON LIFESTYLE		1090.32

201 m

NO. 1413

NORTHSHORE CAPITAL, LLC

DATE

$

TUCSON LIFESTYLE
ATTN: BARBARA MEDWER

FOR DEPOSIT ONLY
CONLEY MAGAZINES, LLC
dba TUCSON LIFESTYLE
JPMORGAN CHASE BANK

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
10M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1074.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1320	ALBUQUERQUE THE MAGAZINE		1074.00

NC 1320

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT

Memo:

$ 1074.00

PAY One Thousand Seventy-Four and 00/100 Dollars
T E
C R
OF:

ALBUQUERQUE THE MAGAZINE
1550 MERCANTILE AVE NE, TOP FL
ALBUQUERQUE, NM 87107

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001320⑈ ⑆064208165⑆0000116910756⑈

NC 1320

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
10M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1074.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1320	ALBUQUERQUE THE MAGAZINE		1074.00

10m

NC 1320

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 1,074.00

Memo

PAY TO THE ORDER OF: One Thousand Seventy-Four and 00/100 Dollars

ALBUQUERQUE THE MAGAZINE
1500 MERCANTILE AVE NE TOP FL
ALBUQUERQUE, NM 87107

VOID AFTER 90 DAYS
PVD ACTION WILL BE REQUIRED OVER $500

"001320" ⑆061208156⑈0000116910755⑈

19m

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Austin Monthly ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: Brent Anderson

Title: Corporate Controller

ACKNOWLEDGMENT

STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 21 day of December, 2009, before me, the subscriber, personally appeared Brenda Anderson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Corporate Controller of Austin Monthly, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Sandy Schoenberger
Notary Public

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
19M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			993.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1323	AUSTIN MONTHLY		993.00

NC 1323

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 993.00

Memo:

PAY Nine Hundred Ninety-Three and 00/100 Dollars
TO THE ORDER OF:
AUSTIN MONTHLY
11612 BEE CAVES RD. #125
LAKE POINTE CENTER II
AUSTIN, TX 78738

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001323⑈ ⑆064208165⑆0000116910756⑈

NC 1323

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
19M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			993.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1323	AUSTIN MONTHLY		993.00

19m

NORTHSHORE CAPITAL, LLC

NO 1323

DATE

AMOUNT

$ 990.00

ALLEN MONTILY

FOR DEPOSIT ONLY
CONLEY MAGAZINES, LLC
d/b/a TUCSON LIFESTYLE
JPMORGAN CHASE BANK

NC 1377

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
111M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			961.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1377	LUXURY MEDIA GROUP INC		961.10

BB&T
87-816/642

NC 1377

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 961.10

Memo:

PAY TO THE ORDER OF Nine Hundred Sixty-One and 10/100 Dollars

LUXURY MEDIA GROUP INC
1610 WYNKOOP ST
STE 400
DENVER, CO 80202
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001377⑈ ⑆064208165⑆0000116910756⑈

NC 1377

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
111M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			961.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1377	LUXURY MEDIA GROUP INC		961.10

111m

NORTHSHORE CAPITAL, LLC

DRAFT

NO. 1377

DATE

AMOUNT

$ 961.16

Memo

PAY TO THE ORDER OF

USA

#001377# [illegible]

RWM - $ 959.99 #6384

169m

12/18/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Roscoe McGuire- RWM- Roscoe McGuire ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-16-09

ROSCOE MIGLIORE

By: Roscoe Migliore

Title: President - RWM

ACKNOWLEDGMENT
STATEOF OKLAHOMA)
) ss.:
COUNTY OF WAGONER)

BE IT REMEMBERED, that on this 16th day of DEC, 2009, before me, the subscriber, personally appeared ROSCOE MIGUORE, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the OWNER of RWM, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

CHRISTINA A ALFORD
NOTARY PUBLIC
Commission # 04000304
My Commission EXPIRES 01-12-2012
STATE OF OKLAHOMA

Christina A. Alford
Notary Public

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
169M	ASSIGNMENT OF CLAIM	12/18/09			959.99

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1237	RWM		959.99

BB&T
67-816/642

NC 1237

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 18, 2009

AMOUNT
$ 959.99

Memo:

Nine Hundred Fifty-Nine and 99/100 Dollars

HE
ORDER
OF:

RWM
11808 S. TAMARACK COURT
JENKS, OK 74037

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001237⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1237

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
169M	ASSIGNMENT OF CLAIM	12/18/09			959.99

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1237	RWM		959.99

Scanned: 6/10/2010 2:44:43 PM

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

NORTHSHORE CAPITAL, LLC

NC 1334

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
45M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			958.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1334	COACHES AID LLC		958.87

BB&T
87-816/842

NC 1334

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 958.87

Memo:

PA Nine Hundred Fifty-Eight and 87/100 Dollars
T E
O R
OF:

COACHES AID LLC
P.O. BOX 26
CAMARGO, OK 73835

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001334⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1334

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
45M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			958.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1334	COACHES AID LLC		958.87

NORTHSHORE CAPITAL, LLC

$

45M

56m

12/14/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, The Dog Publishing ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Dec 10, 2009

By: Jamie Dauney
Title: Publisher

Please send check in the amount of $878.98
payable to: The Dog Publishing
20269 E. Smoky Hill RD #B-136
Centennial, CO 80015
(303) 840-6111

IF you have any questions
Please call me (303) 840-6111
Thank you, Jamie Dauney

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 10 day of December, 2009, before me, the subscriber, personally appeared Jamie M. Downey, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Publisher of The Dog Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

OFFICIAL SEAL
JESSICA PEREZ
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Expires 04-30-2012

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
56M	ASSIGNMENT OF CLAIM	12/14/09			878.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1102	DOG PUBLISHING		878.98

NC 1102

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 878.98

Memo:

PAY THE ER Eight Hundred Seventy-Eight and 98/100 Dollars

DOG PUBLISHING
700 N COLORADO BLVD
#199
DENVER, CO 80206
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001102⑈ ⑆064208165⑆00001169107 56⑈

NC 1102

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
56M	ASSIGNMENT OF CLAIM	12/14/09			878.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1102	DOG PUBLISHING		878.98

36m

12/11/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Cape Fear Publishing ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: December 8, 2009

By: _____, Esq.

Title: Counsel for Cape Fear Publishing

ACKNOWLEDGMENT
STATE OF Virginia)
) ss.:
COUNTY OF Henrico)

BE IT REMEMBERED, that on this 08th day of December 2009, before me, the subscriber, personally appeared Edward G. Whitlock, III, Esquire, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he ~~or she~~ is the attorney of Cape Fear Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he ~~or she~~ did acknowledge that he ~~or she~~ signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

HEATHER N. TAYLOR
NOTARY PUBLIC
MY COMMISSION NUMBER 254016
COMMONWEALTH OF VIRGINIA

Heather N. Taylor
Notary Public

My Commission expires: September 30, 2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
36M	ASSIGNMENT OF CLAIM	12/14/09			799.78

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1100	CAPE FEAR PUBLISHING CO.		799.78

NC 1100

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 799.78

Memo:

PAY Seven Hundred Ninety-Nine and 78/100 Dollars
HE
ORDER
OF:

CAPE FEAR PUBLISHING CO.
109 E. CARY STREET
2ND FLOOR
RICHMOND, VA 23219

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000.00

MP
AUTHORIZED SIGNATURE

⑈001100⑈ ⑆064208165⑆00001169107 56⑈

NC 1100

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
36M	ASSIGNMENT OF CLAIM	12/14/09			799.78

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1100	CAPE FEAR PUBLISHING CO.		799.78

(136 M)

1/5/10

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Peter Higney ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: _____

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 9 day of DECEMBER, 2009, before me, the subscriber, personally appeared PETER HIGNEY, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the PRESIDENT of NIKKI BEACH PUBLISH., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public State of Florida
Omar R Blanco
My Commission DD603810
Expires 10/10/2010

Notary Public
OMAR R BLANCO
December 9, 2009

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
136 M	ASSIGNMENT OF CLAIM	1/11/10			785.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 11, 2010	1435	NIKKI BEACH PUBLISHING		785.85

BB&T
87-816/642

NC 1435

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Jan 11, 2010

AMOUNT
$ 785.85

Memo:

P... Seven Hundred Eighty-Five and 85/100 Dollars
...E
...ER
OF:

NIKKI BEACH PUBLISHING
2800 BISCAYNE BLVD
SUITE 600
MIAMI, FL 33137
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001435⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1435

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
136 M	ASSIGNMENT OF CLAIM	1/11/10			785.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 11, 2010	1435	NIKKI BEACH PUBLISHING		785.85

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LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

NORTHSHORE CAPITAL LLC

NC 1435

DATE

$ 725.26

136m

NC 1404

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
173M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			720.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1404	SAN JOSE MAGAZINE		720.85

BB&T
87-816/642

NC 1404

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 720.85

Memo:

PAY TO THE ORDER OF: Seven Hundred Twenty and 85/100 Dollars

SAN JOSE MAGAZINE
25 METRO DRIVE SUITE 550
SAN JOSE, CA 95110
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001404⑈ ⑆064208165⑆000011691075 6⑈

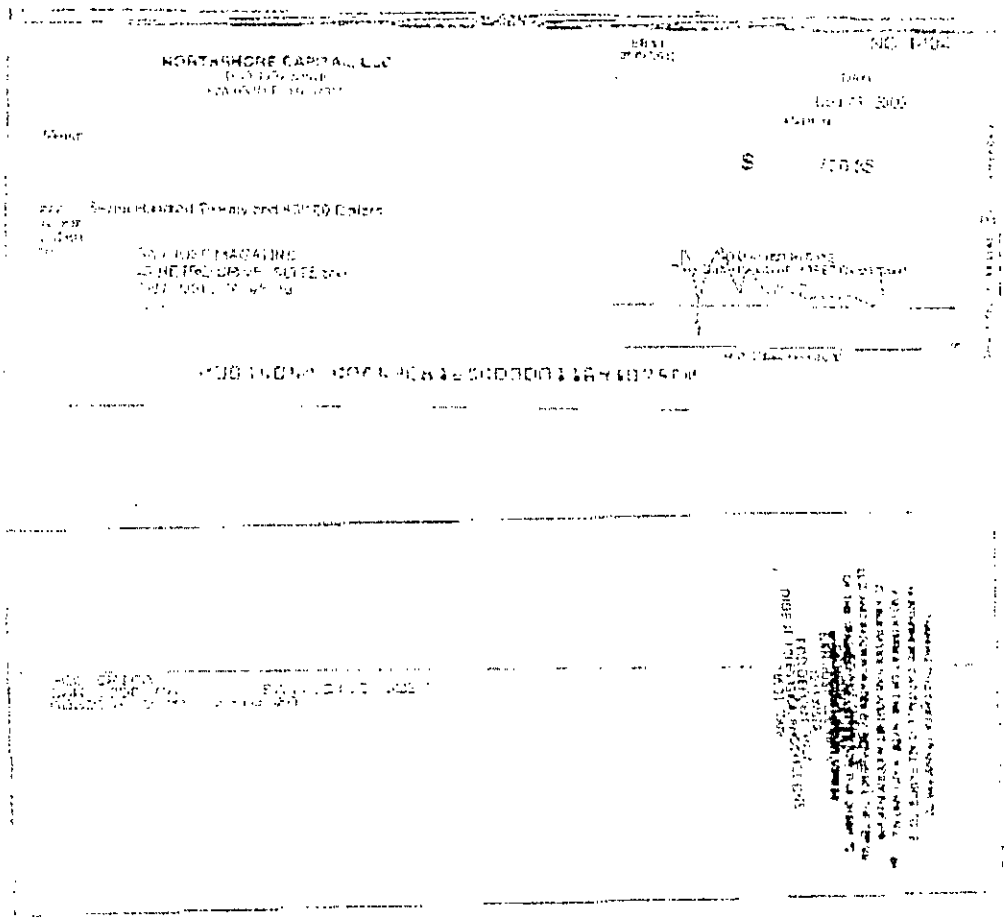
NC 1404

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
173M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			720.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1404	SAN JOSE MAGAZINE		720.85

173m



107m

12/14/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Leisure Publishing Co. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/10/2009

By: Carol Christenson

Title: Controller
Leisure Publishing

ACKNOWLEDGMENT

STATEOF Virginia)
) ss.:
COUNTY OF)
Roanoke

BE IT REMEMBERED, that on this 10th day of December, 2009, before me, the subscriber, personally appeared Carol Christenson, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Controller of Leisure Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

#Reg# 365129

Exp 11/30/2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
107M	ASSIGNMENT OF CLAIM	12/14/09			705.07

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1103	LEISURE PUBLISHING CO., INC.		705.07

NC 1103

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 705.07

Memo:

PAY Seven Hundred Five and 07/100 Dollars
THE
ER

LEISURE PUBLISHING CO., INC.
P O BOX 21535
ROANOKE, VA 24018

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001103⑈ ⑆064208165⑆0000116910756⑈

NC 1103

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
107M	ASSIGNMENT OF CLAIM	12/14/09			705.07

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1103	LEISURE PUBLISHING CO., INC.		705.07

29m

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Blood-Horse Publications ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: Marlin Bulk

Title: Vice Pres, Operations

ACKNOWLEDGMENT
STATEOF Kentucky)
) ss.:
COUNTY OF Fayette)

BE IT REMEMBERED, that on this 29 day of Dec., 2009, before me, the subscriber, personally appeared Marla Buckel, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Vice President, Operations of Blood-Horse Publications and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Ellen A. Kesin
Notary Public

My commission expires:
Sept 5, 2010

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
29M	ASSIGNMENT OF CLAIM	1/6/10			677.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 6, 2010	1432	BLOOD HORSE		677.22

NC 1432

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Jan 6, 2010

AMOUNT
$ 677.22

Memo:

PAY Six Hundred Seventy-Seven and 22/100 Dollars
TO THE ORDER OF:

BLOOD HORSE
3101 BEAUMONT CENTRE CIRCLE
LEXINGTON, KY 40513
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001432⑈ ⑆064208165⑆00001169 10756⑈

NC 1432

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
29M	ASSIGNMENT OF CLAIM	1/6/10			677.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 6, 2010	1432	BLOOD HORSE		677.22

93m

12/18/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Indian River Magazine ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/18/09

By: Greg Ceruzzi

Title: President

ACKNOWLEDGMENT
STATE OF Alabama)
) ss.:
COUNTY OF Tuscaloosa)

BE IT REMEMBERED, that on this 18 day of December, 2009, before me, the subscriber, personally appeared Gregory Joseph Enns, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Indian River Mag Inc, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

MY COMMISSION EXPIRES JUNE 13, 2012

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
93M	ASSIGNMENT OF CLAIM	12/18/09			650.72

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1234	INDIAN RIVER MAGAZINE		650.72

NC 1234

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 18, 2009

AMOUNT
$ 650.72

Memo:

Six Hundred Fifty and 72/100 Dollars

HE
ORDER
OF:

INDIAN RIVER MAGAZINE
308 AVENUE A
FORT PIERCE, FL 34950
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001234⑈ ⑆064208165⑆0000116910756⑈

NC 1234

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
93M	ASSIGNMENT OF CLAIM	12/18/09			650.72

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1234	INDIAN RIVER MAGAZINE		650.72

NC 1395

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
154M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			639.45

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1395	PIONEER COMMUNICATION		639.45

BB&T
87-816/642

NC 1395

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 639.45

Memo:

Six Hundred Thirty-Nine and 45/100 Dollars

ORDER OF:
PIONEER COMMUNICATION
PO BOX 2516
WATERLOO, IA 50704

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

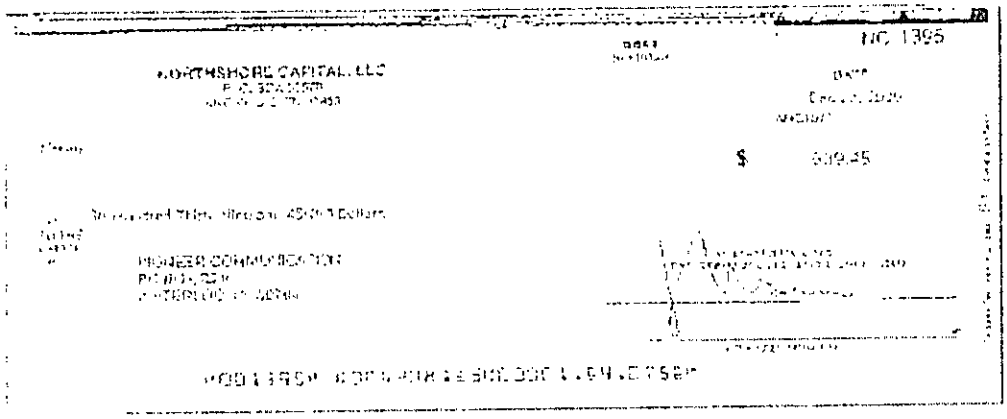
⑈001395⑈ ⑆064208165⑆0000116910756⑈

NC 1395

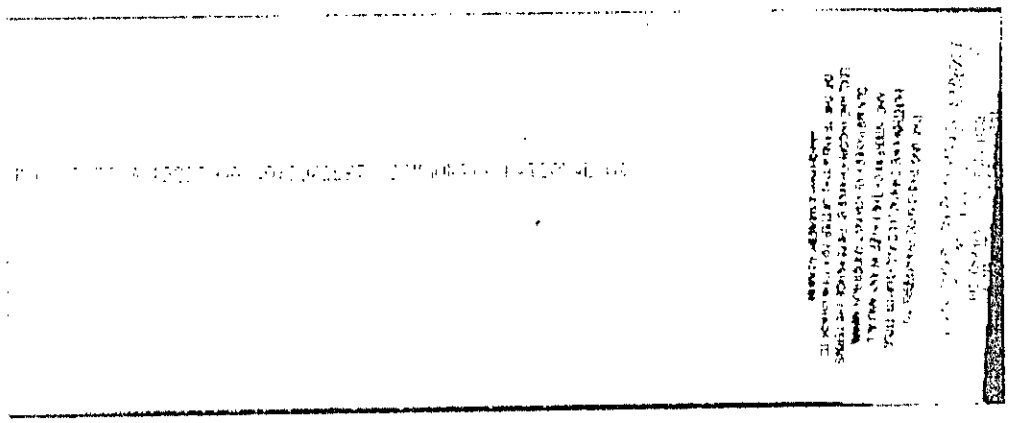
NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
154M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			639.45

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1395	PIONEER COMMUNICATION		639.45


NORTHSHORE CAPITAL LLC
NO. 1395
$ 539.45
PIONEER COMMUNICATIONS

154m



To: John Campbell

137m

MC'd 12/10/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, North Central Circ. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

From: North Central Circulation ND # 4477

Steve Regan 12-10-09

(952) 935-1788

TO: John Campbell

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

FROM: NORTH CENTRAL CIRCULATION 12-10-09
STEVE REGAN
(952) 835-1288 ND 4477

TO: JOHN CAMPBELL

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-10-09

Steve Regan

By: STEVE REGAN

Title: CIRCULATION

signature notarized by,
Renee Marie Favero
12/10/09

ND # 4477

RENEE MARIE FAVERO
Notary Public - Minnesota
My Commission Expires Jan. 31, 2010

FROM: STEVE REGAN
NORTH CENTRAL CIRCULATION
(952) 935-1788
12-10-09

TO: JOHN CAMPBELL

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of_____, 2009, before me, the subscriber, personally appeared _____, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the _____ of _____, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

_____
Notary Public

NOTARY PUBLIC COULD NOT NOTARIZE SEE PAGE 3

FROM: STEVE REGAN
NORTH CENTRAL CIRCULATION ND# 4477
(952) 935-1788 12/10/09

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
137M	ASSIGNMENT OF CLAIM	12/11/09			629.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 11, 2009	1099	NORTH CENTRAL CIRCULATION		629.13

BB&T
87-816/642

NC 1099

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 11, 2009

AMOUNT
$ 629.13

Memo:

PAY THE ORDER OF: Six Hundred Twenty-Nine and 13/100 Dollars

NORTH CENTRAL CIRCULATION
ATTN: STEVE REGAN
10049 IRWIN ROAD
BLOOMINGTON, MN 55437
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001099⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1099

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
137M	ASSIGNMENT OF CLAIM	12/11/09			629.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 11, 2009	1099	NORTH CENTRAL CIRCULATION		629.13

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105 (3/09) 579431

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
102M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			626.33

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1372	KNOXVILLE MAGAZINE, LLC		626.33

NC 1372

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 626.33

Memo:

PAY TO THE ORDER OF: Six Hundred Twenty-Six and 33/100 Dollars

KNOXVILLE MAGAZINE, LLC
602 SOUTH GAY STREET
KNOXVILLE,, TN 37902

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

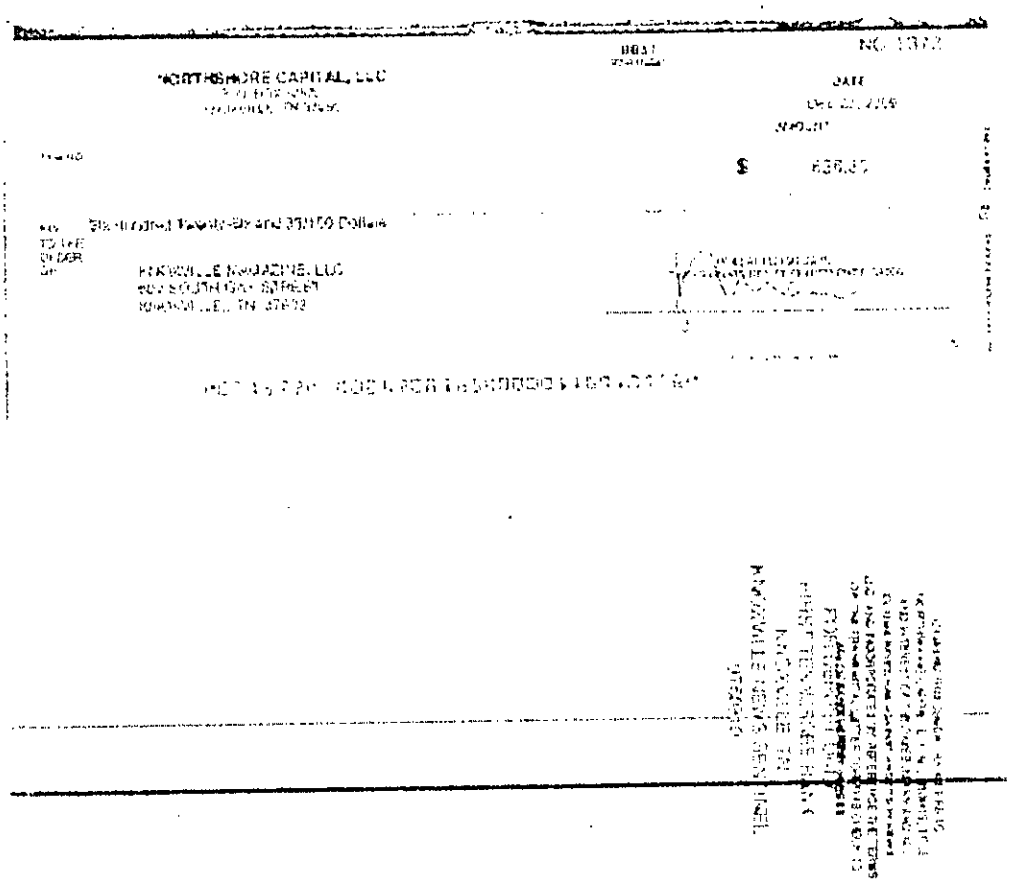
⑈001372⑈ ⑆064208165⑆000011691075 6⑈

NORTHSHORE CAPITAL, LLC

NC 1372

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
102M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			626.33

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1372	KNOXVILLE MAGAZINE, LLC		626.33



102M

218m

12/14/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Michael Romero ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-10-09

By: _____

Title: Circulation Manager

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 10 day of DEC., 2009, before me, the subscriber, personally appeared Michael Romero, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Circulation Manager of White Publishing Co., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Sherly Dawson
Notary Public

SHERLY A. DAWSON
Notary Public - State of Florida
My Commission Expires Jul 30, 2011
Commission # DD 700297
Bonded Through National Notary Assn.

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
218M	ASSIGNMENT OF CLAIM	12/14/09			618.36

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1106	WHITE PUBLISHING CO.		618.36

NC 1106

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 618.36

Memo:

PAY THE ORDER OF: Six Hundred Eighteen and 36/100 Dollars

WHITE PUBLISHING CO.
1261 KING STREET
JACKSONVILLE, FL 32204

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP

AUTHORIZED SIGNATURE

⑈001106⑈ ⑆064208165⑆00001169107 56⑈

NC 1106

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
218M	ASSIGNMENT OF CLAIM	12/14/09			618.36

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1106	WHITE PUBLISHING CO.		618.36

124m

12/15/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, MMA Hawaii LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 2997.50 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated: 12/10/09

By: _____

Title: member-manager

Please Send check to:
MAMA Hawaii LLC
1124 20th Ave
Hon, HI 96816

ACKNOWLEDGMENT
STATEOF Hawaii)
) ss.:
COUNTY OF Honolulu)

BE IT REMEMBERED, that on this 10th day of December, 2009, before me, the subscriber, personally appeared Chad S. Tsuneyoshi, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Member-Manager of UMA HAWAII LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Document Date: 12/10/09 # Pages: (4)

Notary Name: Stephanie E. Hirayama First Circuit

Doc. Description: Assignment of Claim

Notary Signature 12/10/09 Date

Notary Public
Stephanie E. Hirayama
My commission expires: May 22, 20

STEPHANIE E. HIRAYAMA NOTARY PUBLIC No. 05-302 STATE OF HAWAII

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
124M	ASSIGNMENT OF CLAIM	12/15/09			599.50

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1109	MMA HAWAII		599.50

NC 1109

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 599.50

Memo:

PAY TO THE ORDER Five Hundred Ninety-Nine and 50/100 Dollars

MMA HAWAII
1124 20TH AVE (96816)
PO BOX 8709
HONOLULU, HI 96830
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001109⑈ ⑆064208165⑆00001169 10756⑈

NC 1109

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
124M	ASSIGNMENT OF CLAIM	12/15/09			599.50

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1109	MMA HAWAII		599.50

Scanned: 6/10/2010-2:45:10 PM

177m

Secret Agent Publishing
rec'd 12/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Brian Riepe ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/1/09

By: Brian [illegible]

Title: President
Secret Agent Publishing Group LLC
Mountain Flyer Magazine
ND # 6831

ACKNOWLEDGMENT
STATEOF Colorado)
) ss.:
COUNTY OF Gunnison)

BE IT REMEMBERED, that on this 15th day of December, 2009, before me, the subscriber, personally appeared Brian P. Riepe, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Secret Agent Publishing Group LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

NOTARY PUBLIC
BONNIE GOLLHOFER
STATE OF COLORADO
My Commission Expires 06/30/2013

Notary Public

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
177M	ASSIGNMENT OF CLAIM	12/7/09			569.77

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1091	SECRET AGENT PUBLISHING GROUP, LLC		569.77

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

37105 -

171

NC 1091

NORTHSHORE CAPITAL, LLC
P. O. BOX 92570
KNOXVILLE, TN 37950

DATE
Dec 7, 2009

AMOUNT
$ 589.77

Memo

PAY TO THE ORDER OF: SECRET AGENT PUBLISHING GROUP, LLC
PO BOX 272
GUNNISON, CO 81230

Five Hundred Sixty-Nine and 77/100 Dollars

VOID AFTER 90 DAYS

⑆001091⑆ ⑆084208165⑈0000116910756⑈

119 mag

rec'd 12/2/09

ASSIGNMENT OF CLAIM

$546.48

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Mid South Hunting : Fishing News ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: _____

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

MARY ANN ZALESKI
STATE OF TENNESSEE NOTARY PUBLIC
HAYWOOD COUNTY, TENN.

BE IT REMEMBERED, that on this 30th day of December, 2009, before me, the subscriber, personally appeared Carlton Veiga, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Mid South Hunting & Fishing News and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Mary Ann Zaleski
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
119M	ASSIGNMENT OF CLAIM	12/4/09			546.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1079	MIDSOUTH HUNTING & FISHING NEWS		546.48

BB&T
87-816/642

NC 1079

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 4, 2009

AMOUNT
$ 546.48

Memo:

PAY Five Hundred Forty-Six and 48/100 Dollars
THE
ORDER
OF:

MIDSOUTH HUNTING & FISHING NEWS
PO BOX 198
BROWNSVILLE, TN 38012

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001079⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1079

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
119M	ASSIGNMENT OF CLAIM	12/4/09			546.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1079	MIDSOUTH HUNTING & FISHING NEWS		546.48

15M

12/21/09

$527.32

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Arkansas Business Pub Grp ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-15-09

By: _____

Title: Chief Operating Officer

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 15 day of December, 2009, before me, the subscriber, personally appeared Charles A. Ballard, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the COO of Arkansas Business Publishing, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15M	ASSIGNMENT OF CLAIM	12/22/09			527.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1296	ARKANSAS BUSINESS PUB GRP		527.32

BB&T
87-816/642

NC 1296

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 527.32

Memo:

PAY Five Hundred Twenty-Seven and 32/100 Dollars
HE
ER

ARKANSAS BUSINESS PUB GRP
122 E. SECOND STREET
P. O. BOX 3686
LITTLE ROCK, AR 72203

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001296⑈ ⑆064208165⑆00001169 10756⑈

NC 1296

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15M	ASSIGNMENT OF CLAIM	12/22/09			527.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1296	ARKANSAS BUSINESS PUB GRP		527.32

(T20M)

52037

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Gail Laulunen ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/17/09

By: [illegible]

Title: Vice President

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 17 day of Dec, 2009, before me, the subscriber, personally appeared Gail Laulunen, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Vice President of Midwest Outdoors and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Deirdre Taggett
Notary Public

"OFFICIAL SEAL"
DEIRDRE TAGGETT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/22/2013

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
120M	ASSIGNMENT OF CLAIM	12/22/09			526.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1305	MIDWEST OUTDOORS		526.37

BB&T
87-816/642

NC 1305

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 526.37

Memo:

PAY THE ORDER OF Five Hundred Twenty-Six and 37/100 Dollars

MIDWEST OUTDOORS
111 SHORE DRIVE M
BURR RIDGE, IL 60527

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001305⑈ ⑆064208165⑆0000116910756⑈

NC 1305

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
120M	ASSIGNMENT OF CLAIM	12/22/09			526.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1305	MIDWEST OUTDOORS		526.37

370.31 TM

ASSIGNMENT OF CLAIM

12/21/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, ALL AMERICA DIST. CORP. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 370.31 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated: DECEMBER 17, 2009

By: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES }

On DEC. 17 2009 (Date) before me, KATALIN LANGIANESE NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared BENTLEY MORRISS (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

KATALIN LANGIANESE
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 1861315
LOS ANGELES COUNTY
My Comm. Exp. Sept. 12, 2013

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katalin Langianese (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT OF CLAIM

Document Date: DEC. 17 2009 Number of Pages: 3

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: BENTLEY MORRISS
- [x] Individual
- [ ] Corporate Officer — Title(s):
- [ ] Partner — [ ] Limited [ ] General
- [ ] Attorney in Fact
- [ ] Trustee
- [ ] Guardian or Conservator
- [ ] Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- [ ] Individual
- [ ] Corporate Officer — Title(s):
- [ ] Partner — [ ] Limited [ ] General
- [ ] Attorney in Fact
- [ ] Trustee
- [ ] Guardian or Conservator
- [ ] Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Scanned: 6/10/2010-2:45:22 PM

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
11M	ASSIGNMENT OF CLAIM	12/22/09			370.31

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1295	ALL AMERICA DIST CORP		370.31

BB&T
87-816/642

NC 1295

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 370.31

Memo:

Three Hundred Seventy and 31/100 Dollars

THE ORDER OF:
ALL AMERICA DIST CORP
8431 MELROSE PLACE
LOS ANGELES, CA 90069
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001295⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1295

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
11M	ASSIGNMENT OF CLAIM	12/22/09			370.31

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1295	ALL AMERICA DIST CORP		370.31

NC 1361

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
94M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			443.54

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1361	INGRAMS MAG-SHOW-ME PUBLISHING		443.54

NC 1361

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 443.54

Memo:

PAY TO THE ORDER OF: Four Hundred Forty-Three and 54/100 Dollars

INGRAMS MAG-SHOW-ME PUBLISHING
2049 WYANDOTTE
KANSAS CITY,, MO 64108
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001361⑈ ⑆064208165⑆00001169107 56⑈

NC 1361

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
94M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			443.54

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1361	INGRAMS MAG-SHOW-ME PUBLISHING		443.54

NO 1001

NORTHSHORE CAPITAL, LLC

DATE

$

94m

NC 1396

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
156M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			426.91

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1396	PITTSBURGH MAGAZINE		426.91

NC 1396

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 426.91

Memo:

Four Hundred Twenty-Six and 91/100 Dollars

ORDER OF:
PITTSBURGH MAGAZINE
4802 FIFTH AVE.
PITTSBURGH,, PA 15213
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001396⑈ ⑆064208165⑆0000116910756⑈

NC 1396

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
156M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			426.91

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1396	PITTSBURGH MAGAZINE		426.91

NORTHSHORE CAPITAL LLC

NO 1356

DATE

AMOUNT

$ 426.84

156M

78M

Recd 12/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Gulfstream Media Group. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/24/09

By: [signature]

Title: Controller

ACKNOWLEDGMENT
STATE OF)
FLORIDA) ss
COUNTY OF)
BROWARD

BE IT REMEMBERED, that on this 24th day of Nov, 2009, before me, the subscriber, personally appeared Jean Tessman, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Controller of Gulfstream Mo... and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Rocco M Romano
Notary Public

ROCCO M. ROMANO
MY COMMISSION # DD 830731
EXPIRES: February 13, 2013
Bonded Thru Notary Public Underwriters

NORTHSHORE CAPITAL, LLC

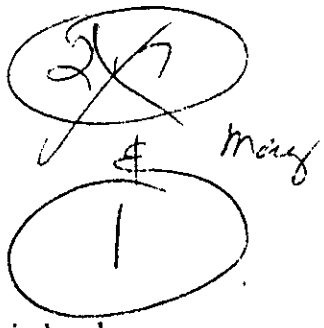
NC 1089

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
78M	ASSIGNMENT OF CLAIM	12/7/09			410.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1089	GULFSTREAM MEDIA GROUP		410.87

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105



ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, 316 PUBLISHING & WHITACRE PUBLISHING ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/24/09

By: GARY WHITAKER

Title: OWNER/PUBLISHER

— 417 MAGAZINE (WHITAKER PUBLISHIN

— 316 MAGAZINE

ACKNOWLEDGMENT
STATEOF MO)
) ss.:
COUNTY OF Green)

BE IT REMEMBERED, that on this 24 day of Nov, 2009, before me, the subscriber, personally appeared Gary Whitaker, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner ~~Publisher~~ of ~~Publisher~~ 417/314 Publishing, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

DONNA SUE LEWIS
Notary Public-Notary Seal
State of Missouri, Greene County
Commission # 07002258
My Commission Expires Jan 30, 2011

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1	ASSIGNMENT OF CLAIM	12/1/09			398.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1072	316 PUBLISHING		398.95

BB&T
67-816/642

NC 1072

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 1, 2009

AMOUNT
$ 398.95

Memo:

PAY Three Hundred Ninety-Eight and 95/100 Dollars
TO THE ORDER OF:
316 PUBLISHING
2111 S EASTGATE
SPRINGFIELD, MO 65809

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001072⑈ ⑆064208165⑆0000116910756⑈

NC 1072

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1	ASSIGNMENT OF CLAIM	12/1/09			398.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 1, 2009	1072	316 PUBLISHING		398.95

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
90M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			385.31

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1360	HUNTING LEASE MAGAZINE		385.31

BB&T
87-816/642

NC 1360

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 385.31

Memo:

PAY TO THE ORDER OF: Three Hundred Eighty-Five and 31/100 Dollars

HUNTING LEASE MAGAZINE
PO BOX 1495
CASTLE ROCK, CO 80104
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001360⑈ ⑆064208165⑆0000116910756⑈

NC 1360

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
90M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			385.31

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1360	HUNTING LEASE MAGAZINE		385.31

NC 1360

NORTHSHORE CAPITAL, LLC

DATE

Dec 29, 2009

$ 385.31

HUNTING LEASE MAGAZINE
PO BOX 1495
CASTLE ROCK, CO 80104
USA

90m

171m

rec'd 12/7/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Sacramento Magazines Corporation ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 1.30.09

By: Michael O'Brien as

Title: President

ACKNOWLEDGMENT

STATEOF ~~SACRAMENTO~~ CALIFORNIA)
) ss.:
COUNTY OF SACRAMENTO

BE IT REMEMBERED, that on this 20th day of NOVEMBER, 2009, before me, the subscriber, personally appeared MICHAEL O'BRIEN, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Sacramento Magazines Corp., and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SACRAMENTO } ss.

On 11/30/09 (Date), before me, ANGIE MEYERS-BUTLER (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared MICHAEL R. O'BRIEN (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

ANGIE MEYERS-BUTLER
Commission # 1719619
Notary Public - California
Sacramento County
My Comm. Expires Feb 11, 2011

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Angie Meyers-Butler
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
171M	ASSIGNMENT OF CLAIM	12/7/09			364.51

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 7, 2009	1086	SACRAMENTO MAGAZINE		364.51

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105

171

BBAT

NO. 1086

NORTHSHORE CAPITAL, LLC
P. O. BOX 59570
KNOXVILLE, TN 37950

DATE
Dec 7, 2009

AMOUNT
$ 364.51

Memo

PAY TO THE ORDER OF: Three Hundred Sixty-Four and 51/100 Dollars

SACRAMENTO MAGAZINE
700 50TH STREET
SUITE 210
SACRAMENTO, CA 95819

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

CHANGE

⑈001086⑈ ⑆054208165⑆0000116910756⑈

Scanned: 6/10/2010-2:45:34 PM

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
141M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			356.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1389	OMAHA MAGAZINE, LLC		356.55

BB&T
87-816/642

NC 1389

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 356.55

Memo:

PAY TO THE ORDER OF: Three Hundred Fifty-Six and 55/100 Dollars

OMAHA MAGAZINE, LLC
P.O. BOX 461208
OMAHA, NE 68046
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑈001389⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1389

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
141M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			356.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1389	OMAHA MAGAZINE, LLC		356.55

14m

NO 1329

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 35655

PAY TO THE ORDER OF

OMAHA MAGAZINE, LLC
P.O. BOX 461200
OMAHA, NE 68148
USA

"001329" "104701659100001165107556"

323.95 133m

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Rachel L Champagne ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF Louisiana)
) ss.:
COUNTY OF St Charles)

BE IT REMEMBERED, that on this 11th day of December 2009, before me, the subscriber, personally appeared Rachel L Champagne, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Rachel L Champagne of NC Sportsman and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

SIGNATURES ONLY
NOTARY DID NOT FORM
DOCUMENT
HOLD NOTARY HARMLESS

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
133M	ASSIGNMENT OF CLAIM	12/22/09			323.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1308	NORTH CAROLINA SPORTSMAN		323.95

NC 1308

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 323.95

Memo:

PAY Three Hundred Twenty-Three and 95/100 Dollars
TO THE ORDER OF:

NORTH CAROLINA SPORTSMAN
P O BOX 1199
BOUTTE, LA 70039

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP

AUTHORIZED SIGNATURE

⑈001308⑈ ⑆064208165⑆0000116910756⑈

NC 1308

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
133M	ASSIGNMENT OF CLAIM	12/22/09			323.95

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1308	NORTH CAROLINA SPORTSMAN		323.95

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
62M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			316.17

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1345	FISH ALASKA MAGAZINE		316.17

NC 1345

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 316.17

Memo:

PAY Three Hundred Sixteen and 17/100 Dollars
TO THE ORDER OF:

FISH ALASKA MAGAZINE
P.O. BOX 113403
ANCHORAGE,, AK 99511

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.

⑈001345⑈ ⑆064208165⑆00001169107 56⑈

NC 1345

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
62M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			316.17

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1345	FISH ALASKA MAGAZINE		316.17

NO. 1345

NORTHSHORE CAPITAL LLC

DATE

Dec 23, 2009

AMOUNT

$ 316.17

PAY TO THE ORDER OF

PICKA ALASKA MAGAZINE
P.O. BOX 113403
ANCHORAGE, AK 99511

⑆001345⑆ ⑆064200165⑈0000116910756⑈

62m

183 M

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, SRO MAGAZINE / SRO MEDIA GROUP ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____ Vice President

Title: Publisher

ACKNOWLEDGMENT
STATEOF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

BE IT REMEMBERED, that on this 22nd day of DECEMBER 2009, before me, the subscriber, personally appeared Wesley ROBERTS, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Publisher/owner of Tea Falger, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

NOTARY PUBLIC STATE OF FLORIDA
DEBRA A. CLARK MARADIAGA
MY COMMISSION # DD 584963
EXPIRES: September 28, 2010
Bonded Thru Budget Notary Services

Debra A Clark Maradiaga
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
183M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			303.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1409	SRQ CITYTEMPO		303.60

BB&T
87-818/842

NC 1409

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 303.60

Memo:

Three Hundred Three and 60/100 Dollars

ORDER OF:
SRQ CITYTEMPO
337 S. PINEAPPLE AVENUE
JEFF LAWENDA
SARASOTA, FL 34236
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001409⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1409

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
183M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			303.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1409	SRQ CITYTEMPO		303.60

153m

12/18/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, PEWTERREPORT ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____ PENTER REPORT

Title: 12/15/09

ACKNOWLEDGMENT
STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 15th day of December, 2009, before me, the subscriber, personally appeared Scott Robert Reynolds, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Signer/Owner/Representative of Pewter Report Policy, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Michele B Carroll
Notary Public

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of December 2009, by Scott Robert Reynolds who is personally known to me or who has produced Florida Drivers License as identification.

MICHELE B. CARROLL
MY COMMISSION # DD755928
EXPIRES February 06, 2012
(407) 398-0153 FloridaNotaryService.com

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
153M	ASSIGNMENT OF CLAIM	12/18/09			295.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1236	PEWTER REPORT INC.		295.58

NC 1236

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 18, 2009

AMOUNT
$ 295.58

Memo:

Two Hundred Ninety-Five and 58/100 Dollars

HE ORDER OF:
PEWTER REPORT INC.
8910 NORTH DALE MABRY HWY
STE 37
TAMPA,, FL 33614

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001236⑈ ⑆064208165⑆0000116910756⑈

NC 1236

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
153M	ASSIGNMENT OF CLAIM	12/18/09			295.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 18, 2009	1236	PEWTER REPORT INC.		295.58

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
202M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			287.14

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1414	TUSCALALOOSA NEWS		287.14

BB&T
87-816/642

NC 1414

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 287.14

Memo:

Two Hundred Eighty-Seven and 14/100 Dollars

TO THE ORDER OF:

TUSCALALOOSA NEWS
P.O. BOX 20587
ATTN: TONY HEAPS
TUSCALOOSA,, AL 35401

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001414⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1414

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
202M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			287.14

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1414	TUSCALALOOSA NEWS		287.14

202m

NC 1414

NORTHSHORE CAPITAL LLC

$ 267.14

168M

ASSIGNMENT OF CLAIM

Rec'd 12/4/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Rowland Publishing Inc. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

ACKNOWLEDGMENT
STATEOF FLORIDA)
) ss.:
COUNTY OF LEON)

BE IT REMEMBERED, that on this 24th day of November, 2009, before me, the subscriber, personally appeared Brian Rowland, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Rowland Publishing, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Gary Simms Jr.
Notary Public
11/24/2009

GARY SIMMS JR.
Notary Public - State of Florida
My Comm. Expires Feb 19, 2013
Commission # DD 863051
Bonded Through National Notary Assn.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: PRESIDENT

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
168M	ASSIGNMENT OF CLAIM	12/4/09			272.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1082	ROWLAND PUBLISHING, INC.		272.87

NC 1082

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 4, 2009

AMOUNT
$ 272.87

Memo:

PAY Two Hundred Seventy-Two and 87/100 Dollars
TO THE ORDER OF:
ROWLAND PUBLISHING, INC.
PO BOX 1837
TALLAHASSEE, FL 32302

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001082⑈ ⑆064208165⑆0000116910756⑈

NC 1082

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
168M	ASSIGNMENT OF CLAIM	12/4/09			272.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1082	ROWLAND PUBLISHING, INC.		272.87

NC 1351

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
72M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			270.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1351	GRAND VALLEY MAGAZINE INC		270.62

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

BB&T
87-816/642

NC 1351

DATE
Dec 23, 2009

AMOUNT
$ 270.62

Memo:

PAY TO THE ORDER OF: Two Hundred Seventy and 62/100 Dollars

GRAND VALLEY MAGAZINE INC
P O BOX 60218
GRAND JUNCTION, CO 81506
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001351⑈ ⑆064208165⑆0000116910756⑈

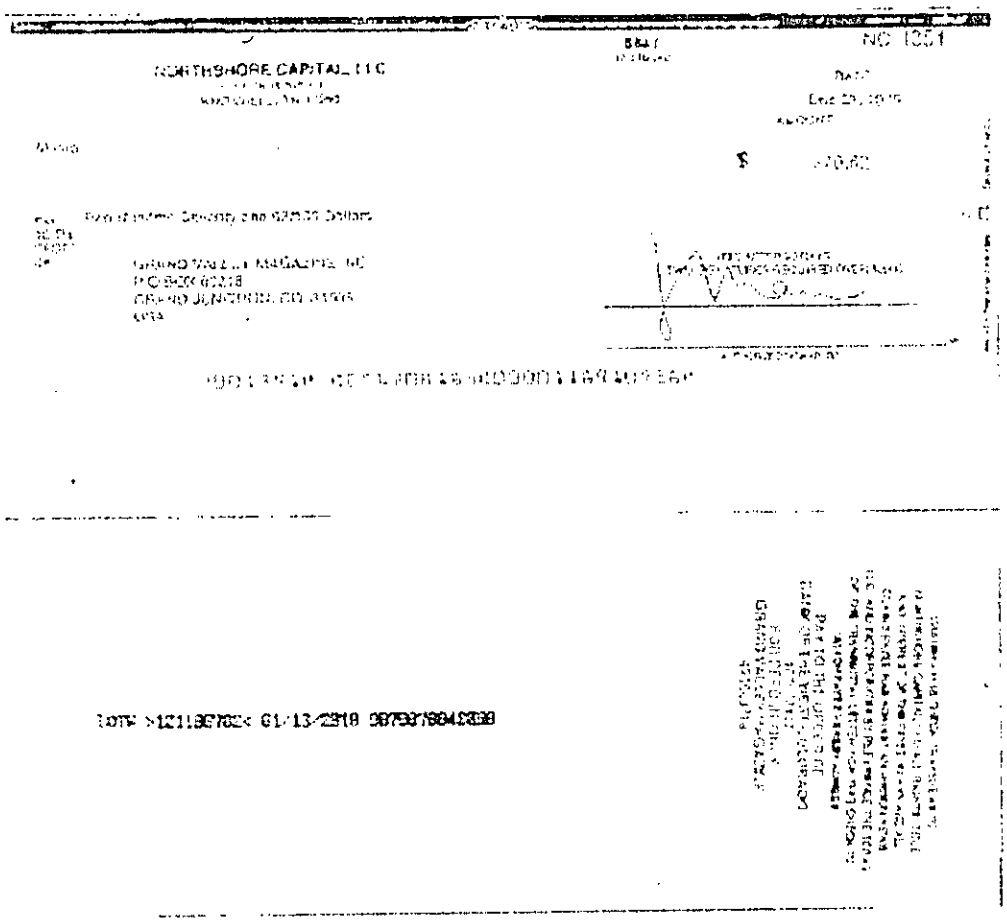
NORTHSHORE CAPITAL, LLC

NC 1351

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
72M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			270.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1351	GRAND VALLEY MAGAZINE INC		270.62

105/U


NORTHSHORE CAPITAL LLC
NO 1051
72m

254.02 (65m)

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Florida Trend ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: Dec. 16, 2009

FLORIDA TREND

By: Lynn J. Moore

Title: General Manager

ACKNOWLEDGMENT

STATE OF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 16th day of Dec., 2009, before me, the subscriber, personally appeared Lynn J. Moore, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the General Manager of Florida Trend, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Donna M. Lynch
Notary Public

Donna Maria Lynch
Commission # DD547719
Expires: MAY 28, 2010
www.AaronNotary.com

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
65M	ASSIGMENT OF CLAIM	12/22/09			254.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1302	FLORIDA TREND MAGAZINES INC		254.02

NC 1302

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 254.02

Memo:

Two Hundred Fifty-Four and 02/100 Dollars

PAY TO THE ORDER OF:
FLORIDA TREND MAGAZINES INC
490 FIRST AVENUE SOUTH
8TH FLOOR
ST PETERSBURG, FL 33701

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001302⑈ ⑆064208165⑆0000116910756⑈

NC 1302

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
65M	ASSIGMENT OF CLAIM	12/22/09			254.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1302	FLORIDA TREND MAGAZINES INC		254.02

NC 1399

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
163M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			248.34

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1399	RENAISSANCE PUBLISHING		248.34

NC 1399

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 248.34

Memo:

P Two Hundred Forty-Eight and 34/100 Dollars
T E
ORDER
OF:

RENAISSANCE PUBLISHING
110 VETERANS MEMORIAL BLVD
STE 123
METAIRIE, LA 70005

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001399⑈ ⑆064208165⑆0000116910756⑈

NC 1399

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
163M	DUE TO/(FROM) ANDERSON NEWS	12/23/09			248.34

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1399	RENAISSANCE PUBLISHING		248.34

NC 1399

NORTHSHORE CAPITAL, LLC
P.O. BOX 52670
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 248.34

Memo:

PAY TO THE ORDER OF: Two Hundred Forty-Eight and 34/100 Dollars

RENAISSANCE PUBLISHING
110 VETERANS MEMORIAL BLVD
STE 123
METAIRIE, LA 70005

VOID AFTER 60 DAYS
TAX OR ISSUE FEE REQUIRED ON CHECK

⑈001399⑈ ⑆064208165⑆0000116910756⑈

RENAISSANCE PUBLISHING
FOR DEPOSIT ONLY
7078[illegible]87

76M

12/21/09
230.35

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Gulf Coast Outdoors Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-14-09

Alan A White

By: Alan A White

Title: Publisher

ACKNOWLEDGMENT

STATE OF Alabama)
) ss.:
COUNTY OF Baldwin)

BE IT REMEMBERED, that on this 14 day of December 2009, before me, the subscriber, personally appeared Alan A White, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner of Gulf Coast outdoors and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Angela Renee Jones
Notary Public

My Commission Expires July 25, 2012

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
76M	ASSIGNMENT OF CLAIM	12/22/09			230.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1303	GULF COAST OUTDOORS, INC.		230.35

BB&T
87-816/642

NC 1303

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 230.35

Memo:

PAY THE ORDER OF Two Hundred Thirty and 35/100 Dollars

GULF COAST OUTDOORS, INC.
P.O. BOX 396
STAPLETON, AL 36578

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001303⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1303

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
76M	ASSIGNMENT OF CLAIM	12/22/09			230.35

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1303	GULF COAST OUTDOORS, INC.		230.35

WHITAKER PUBLISHING 217
228.58 $ may

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, 316 PUBLISHING & WHITAKER PUBLISHING ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 11/24/09

By: GARY WHITAKER

Title: OWNER/PUBLISHER

- 417 MAGAZINE (WHITAKER PUBLISHIN
- 316 MAGAZINE

ACKNOWLEDGMENT
STATEOF MO)
) ss.:
COUNTY OF Green)

BE IT REMEMBERED, that on this 24 day of Nov, 2009, before me, the subscriber, personally appeared Gary Whitaker, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner ~~Publisher~~ of ~~Publication~~ 417/314 Publishing, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

DONNA SUE LEWIS
Notary Public-Notary Seal
State of Missouri, Greene County
Commission # 07002258
My Commission Expires Jan 30, 2011

Donna Sue Lewis
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
217M	ASSIGNMENT OF CLAIM	1/13/10			228.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 13, 2010	1439	417 MAGAZINE, INC.		228.58

BB&T
87-816/642

NC 1439

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Jan 13, 2010

AMOUNT
$ 228.58

Memo:

PAY THE ER Two Hundred Twenty-Eight and 58/100 Dollars

417 MAGAZINE, INC.
2111 SOUTH EASTGATE
SPRINGFIELD, MO 65804

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001439⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1439

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
217M	ASSIGNMENT OF CLAIM	1/13/10			228.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 13, 2010	1439	417 MAGAZINE, INC.		228.58

Scanned: 6/10/2010-2:45:56 PM

$224.26 179M

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Rachel L Champagne ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: Credit Manager

ACKNOWLEDGMENT
STATE OF Louisiana)
) ss.:
COUNTY OF St Charles)

BE IT REMEMBERED, that on this 11th day of December, 2009, before me, the subscriber, personally appeared Rachel L Champagne, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Credit Mang of South Carolina Publishing, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

SIGNATURES ONLY
NOTARY DID NOT FORM
DOCUMENT
HOLD NOTARY HARMLESS

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
179M	ASSIGNMENT OF CLAIM	12/22/09			224.26

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1310	SOUTH CAROLINA PUBLISHING		224.26

NC 1310

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 224.26

Memo:

Two Hundred Twenty-Four and 26/100 Dollars

THE ORDER OF:
SOUTH CAROLINA PUBLISHING
P.O. BOX 1199
BOUTTE, LA 70039

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001310⑈ ⑆064208165⑆0000116910756⑈

NC 1310

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
179M	ASSIGNMENT OF CLAIM	12/22/09			224.26

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1310	SOUTH CAROLINA PUBLISHING		224.26

412M

12/14/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Madden Media ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: CEO

ACKNOWLEDGMENT

STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 9 day of December, 2009, before me, the subscriber, personally appeared David Zapf, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CFO of MaddenMedia, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public State of Arizona
Pima County
Cassandra Thomas
My Commission Expires
09/26/2011

Cassandra Thomas
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
112M	ASSIGNMENT OF CLAIM	12/14/09			216.75

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1104	MADDEN PUBLISHING		216.75

NC 1104

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 216.75

Memo:

PAY THE ORDER OF: Two Hundred Sixteen and 75/100 Dollars

MADDEN PUBLISHING
1650 E. FT. LOWELL RD
UNIT 100
TUCSON, AZ 85719

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001104⑈ ⑆064208165⑆0000116910756⑈

NC 1104

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
112M	ASSIGNMENT OF CLAIM	12/14/09			216.75

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1104	MADDEN PUBLISHING		216.75

20192 (178M)

Rec'd 12/22/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, SMART MAGAZINE, LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____ ROB M. ALSTON

Title: MANAGING PARTNER, SMART MAGAZINE, LLC

ACKNOWLEDGMENT

STATE OF California)
) ss.:
COUNTY OF Alameda)

BE IT REMEMBERED, that on this 18th day of December, 2009, before me, the subscriber, personally appeared Rob Alston, managing partner who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Managing Partner of Smart Magazine, LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

M. A. MALANADO
Commission # 1814595
Notary Public - California
Alameda County
My Comm. Expires Sep 22, 2012

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
178M	ASSIGNMENT OF CLAIM	12/22/09			201.92

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1313	SMART MAGAZINE		201.92

NC 1313

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 201.92

Memo:

PAY THE ORDER OF: Two Hundred One and 92/100 Dollars

SMART MAGAZINE
214 KAELEDULU DRIVE
KAILUA, HI 96734

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001313⑈ ⑆064208165⑆0000116910756⑈

NC 1313

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
178M	ASSIGNMENT OF CLAIM	12/22/09			201.92

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1313	SMART MAGAZINE		201.92

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
123M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			986.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1265	MINERVA MEDIA & PUBLISHING		986.82

NC 1265

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 986.82

Memo:

PA Nine Hundred Eighty-Six and 82/100 Dollars
T
O R
OF:

MINERVA MEDIA & PUBLISHING
10120 TWO NOTCH RD
STE. 2, PMB #329
COLUMBIA, SC 29223

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001265⑈ ⑆064208165⑆00001169107 56⑈

NC 1265

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
123M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			986.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1265	MINERVA MEDIA & PUBLISHING		986.82

NC 1265

123m

NORTHSHORE CAPITAL, LLC
P.O. BOX 2030
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 985.82

Memo:

PAY TO THE ORDER OF: Nine Hundred Eighty-Six and 82/100 Dollars

MINERVA MEDIA & PUBLISHING
10120 TWO NOTCH RD
STE 2, PMB #100
COLUMBIA, SC 29223

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $1000

⑈001265⑈ ⑆064208165⑆000001457107560⑈

FOR DEPOSIT ONLY

79950327185

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NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
114M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			981.06

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1263	MAXIMUM PRESS		981.06

NC 1263

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 981.06

Memo:

P Nine Hundred Eighty-One and 06/100 Dollars
T E
ORDER
OF:

MAXIMUM PRESS
605 SILVER THORN RD
GULF BREEZE, FL 32561

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001263⑈ ⑆064208165⑆000011691075 6⑈

NC 1263

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
114M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			981.06

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1263	MAXIMUM PRESS		981.06

NO 1263

NORTHSHORE CAPITAL, LLC

114M

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			960.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1246	AMERICAN NUMISMATIC ASSOC.		960.03

BB&T
87-816/642

NC 1246

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 960.03

Memo:

PAY Nine Hundred Sixty and 03/100 Dollars
THE
ER
OF:

AMERICAN NUMISMATIC ASSOC.
818 N. CASCADE AVENUE
COLORADO SPRINGS, CO 80903

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001246⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1246

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			960.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1246	AMERICAN NUMISMATIC ASSOC.		960.03

NO. 1248

NORTHSHORE CAPITAL, LLC

DATE

Dec 31 2005

Memo

$

12m

Scanned: 6/10/2010-2:46:07 PM

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
198M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			878.49

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1289	TRADIN POST		878.49

NC 1289

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 878.49

Memo:

P Eight Hundred Seventy-Eight and 49/100 Dollars
T E
ORDER
OF:

TRADIN POST
834 E GLEN
PEORIA HEIGHT, IL 61614

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001289⑈ ⑆064208165⑆00001169 10756⑈

NC 1289

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
198M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			878.49

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1289	TRADIN POST		878.49

NORTHSHORE CAPITAL, LLC
P.O. BOX 52510
KNOXVILLE, TN 37950

BOAT

NC 1289

DATE
Dec 21, 2009

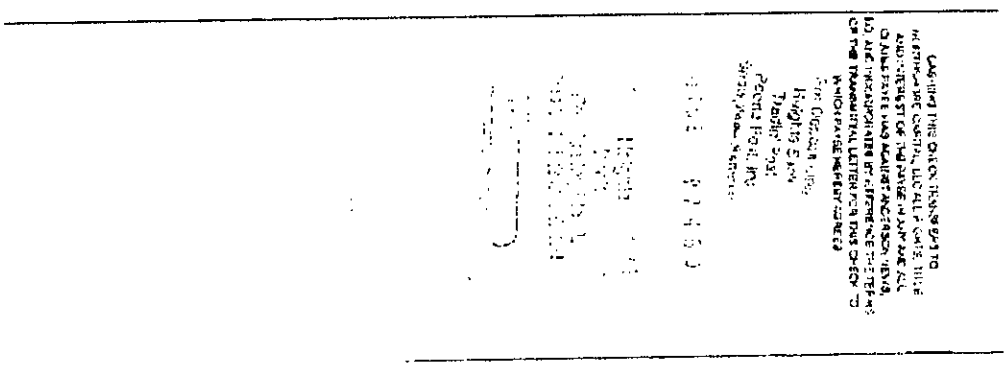
AMOUNT
$ 878.49

Memo.

Pay Eight Hundred Seventy-Eight and 49/100 Dollars
TO THE ORDER OF
TRADIN POST
674 E GLEN
PEORIA HEIGHT, IL 61614

AUTHORIZED SIGNATURE

⑈001289⑈ ⑆064200165⑆000001169107 56⑈ ⑈000000878.49⑈



122
mag

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Milwaukee Magazine ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: Mary Ann McGoary

Title: Circulation Manager

ACKNOWLEDGMENT
STATE OF Wisconsin)
) ss.:
COUNTY OF Racine)

BE IT REMEMBERED, that on this ~~24th~~ 1st day of ~~Nov~~ Dec, 2009, before me, the subscriber, personally appeared Mary Ann McGeary, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Mary Ann McGeary of Milwaukee Magazine, the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Megan Oslick
Notary Public comm exp 2/14/2010

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
122M	ASSIGNMENT OF CLAIM	12/4/09			160.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1080	MILWAUKEE MAGAZINE		160.22

NC 1080

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 4, 2009

AMOUNT
$ 160.22

Memo:

PAY One Hundred Sixty and 22/100 Dollars
THE
ORDER
OF:

MILWAUKEE MAGAZINE
417 E. CHICAGO STREET
MILWAUKEE , WI 53202

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001080⑈ ⑆064208165⑆00001169107 56⑈

NC 1080

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
122M	ASSIGNMENT OF CLAIM	12/4/09			160.22

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 4, 2009	1080	MILWAUKEE MAGAZINE		160.22

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
127M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			795.70

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1268	MPG PUBLISHING GROUP		795.70

NC 1268

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 795.70

Memo:

PAY TO THE ORDER OF: Seven Hundred Ninety-Five and 70/100 Dollars

MPG PUBLISHING GROUP
1201 BRICKELL AVE
SUITE #320
MIAMI, FL 33131
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001268⑈ ⑆064208165⑆0000116910756⑈

NC 1268

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
127M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			795.70

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1268	MPG PUBLISHING GROUP		795.70

NO. 1268

NORTHSHORE CAPITAL, LLC

DATE

Dec 21, 2009

$ 756.70

127 M

146M

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Spocker Industries, Inc DBA Oregon Coast Magazine ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12-22-2009

By: ALICIA SPOONER

Title: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.:
COUNTY OF LANE)

BE IT REMEMBERED, that on this 22 day of DEC., 2009, before me, the subscriber, personally appeared ALICIA SPOONER, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the VICE PRESIDENT of SPOONER INDUSTRIES INC and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

OFFICIAL SEAL
LAISLE WILLIS
NOTARY PUBLIC - OREGON
COMMISSION NO. 415464
MY COMMISSION EXPIRES MAY 6, 2011

Laisle Willis
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
146M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			787.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1273	OREGON COAST		787.38

NC 1273

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 787.38

Memo:

PAY TO THE ORDER OF: Seven Hundred Eighty-Seven and 38/100 Dollars

OREGON COAST
4969 HWY 101 SUITE 2
FLORENCE, OR 97439
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001273⑈ ⑆064208165⑆00001169 10756⑈

NC 1273

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
146M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			787.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1273	OREGON COAST		787.38

NC 1273

NORTHSHORE CAPITAL, LLC
P. O. BOX 53570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 787.38

Memo: 300130

Pay Seven Hundred Eighty-Seven and 38/100 Dollars
TO THE ORDER OF:

OREGON COAST
4888 HWY 101 SUITE 2
FLORENCE, OR 97439
USA

AQUISTEF ADAVE
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001273⑈ ⑆064200165⑆0000116940256⑈

146m

NC 1277

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
152M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			741.31

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1277	PARADISE PUBLISHING		741.31

NC 1277

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 741.31

Memo:

PAY Seven Hundred Forty-One and 31/100 Dollars
TO THE ORDER OF:

PARADISE PUBLISHING
4757 E. GREENWAY ROAD
SUITE 107-182108-130
PHOENIX, AZ 85032
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001277⑈ ⑆064208165⑆0000116910756⑈

NC 1277

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
152M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			741.31

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1277	PARADISE PUBLISHING		741.31

NC 1277

NORTHSHORE CAPITAL, LLC

DATE
Dec 21, 2006

AMOUNT
$ 741.31

Memo:

PAY TO THE ORDER OF
PARADISE PUBLISHING
4707 E. GREENWAY ROAD
SUITE 107-182/105-130
PHOENIX, AZ 85032
USA

Seven Hundred Forty-One and 31/100 Dollars

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $1,000

152.00

PAY TO THE ORDER OF
COMPASS BANK
SCOTTSDALE, AZ 85254
120000724
FOR DEPOSIT ONLY
PARADISE PUBLISHING LLC

167m

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Rodeo Mountain Bride LLC ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: Owner Rocky Mountain Bride, LLC.

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 18th day of December, 2009, before me, the subscriber, personally appeared Kevin Zygulski, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner of Rocky Mountain Bride LLC, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

JENA TAYLOR NOTARY PUBLIC STATE OF COLORADO

Jena Taylor
Notary Public

My commission expires on 3-26-2010

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
167M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			721.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1280	ROCKY MOUNTAIN BRIDE, LLC		721.46

BB&T
87-816/642

NC 1280

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 721.46

Memo:

Pr Seven Hundred Twenty-One and 46/100 Dollars
T
OHoeR
OF:

ROCKY MOUNTAIN BRIDE, LLC
P. O. BOX 2680
BRECKENRIDGE, CO 80424
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001280⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1280

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
167M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			721.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1280	ROCKY MOUNTAIN BRIDE, LLC		721.46

167m

NORTHSHORE CAPITAL, LLC

NO. 1289

DATE

$ 721.66

Seven Hundred Twenty-One and 66/100

ROCKY MOUNTAIN BRIDGE, LLC

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
147M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			692.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1274	OREGON HUNTERS ASSOCAITE		692.74

BB&T
87-816/642

NC 1274

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 692.74

Memo:

PA Six Hundred Ninety-Two and 74/100 Dollars
T E
O R
OF:

OREGON HUNTERS ASSOCAITE
804 BENNETT AVE.
MEDFORD, OR 97504

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001274⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1274

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
147M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			692.74

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1274	OREGON HUNTERS ASSOCAITE		692.74

147m

NORTHSHORE CAPITAL, LLC

BB&T

NO. 1274

DATE

Memo

$

Pay

To the Order of

IRRA KAHN INTERPRETATIVE

MEDFORD, OR 97504

⑈001274⑈ ⑆064000⑆ 9500001159 10 9560⑈

22/m

12/14/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Greg Hunter/UAPs Publishing ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/11/09

YAPs Publishing

By: Greg Hunter

Title: Owner

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
221M	ASSIGNMENT OF CLAIM	12/14/09			134.25

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1107	Y.A.P.S - BLUE & GOLD NEWS		134.25

BB&T
87-816/642

NC 1107

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 14, 2009

AMOUNT
$ 134.25

Memo:

PAY THE ORDER OF: One Hundred Thirty-Four and 25/100 Dollars

Y.A.P.S - BLUE & GOLD NEWS
P.O. BOX 1505
MORGANTOWN, WV 26507-1505
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001107⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1107

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
221M	ASSIGNMENT OF CLAIM	12/14/09			134.25

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 14, 2009	1107	Y.A.P.S - BLUE & GOLD NEWS		134.25

BB&T

NO. 1107

NORTHSHORE CAPITAL, LLC

DATE

Sep 10, 2005

PAY

$ 104.55

221M

⑈001107⑈ ⑆061206155⑆0000011691075⑈

PAY TO THE ORDER OF

FOR DEPOSIT ONLY

NC 1286

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
184M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			645.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1286	ST.LOUIS COMMERCE MAGAZINE		645.00

NC 1286

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 645.00

Memo:

PAY TO THE ORDER OF: Six Hundred Forty-Five and 00/100 Dollars

ST.LOUIS COMMERCE MAGAZINE
#1 METROPOLITAN SQUARE
SUITE 1300
ST.LOUIS, MO 63102
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001286⑈ ⑆064208165⑆00001169 10756⑈

NC 1286

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
184M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			645.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1286	ST.LOUIS COMMERCE MAGAZINE		645.00

154

NC 1286

NORTHSHORE CAPITAL, LLC

Dec 21 2009

$ 645.00

Six Hundred Forty-Five and 00/100 Dollars

ST LOUIS COMMERCE MAGAZINE
81 METROPOLITAN SQUARE
SUITE 100
ST LOUIS, MO
USA

126M

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, MOUNTAINEER PUBLISHING CO., INC. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy

Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim, subject to Northshore's grant of a security interest in the Claim to Assignor. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

This Assignment of Claim expressly incorporates by reference all of the terms of that certain Settlement Agreement, dated as of July 16, 2009 (the "Settlement Agreement"), by and among Anderson News, Northshore, Anderson Media Corporation, and certain other creditors of Anderson News party thereto, including, without limitation, Northshore's grant of a security interest in the Claim to Assignor as set forth therein, as if such terms were set forth herein in their entirety. A true, correct and complete copy of the Settlement Agreement is attached as Exhibit B hereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor

hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: DECEMBER 22, 2009

MOUNTAINEER PUBLISHING COMPANY, INC.

By: Karen P. Leatherwood

Title: CREDIT MANAGER

ACKNOWLEDGMENT

STATE OF NC)
) ss.:
COUNTY OF HAYWOOD)

BE IT REMEMBERED, that on this 22ND day of DECEMBER, 2009, before me, the subscriber, personally appeared KAREN P. LEATHERWOOD, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the CREDIT MANAGER of MOUNTAINEER PUBLISHING CO. INC. and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Notary Public

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
126M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			628.09

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1267	MOUNTAINEER PUBLISHING		628.09

NC 1267

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 628.09

Memo:

PAY Six Hundred Twenty-Eight and 09/100 Dollars
T
C
OF:

MOUNTAINEER PUBLISHING
P O BOX 129
WAYNESVILLE, NC 28786
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001267⑈ ⑆064208165⑆00001169107 56⑈

NC 1267

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
126M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			628.09

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1267	MOUNTAINEER PUBLISHING		628.09

NORTHSHORE CAPITAL, LLC

NO 1007

$ 826.09

12600

185M

12/11/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, StLouis Magazine ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 30 Nov 09

By: Dede Dierks

Title: Circulation Manager

185m

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 16th day of December, 2009, before me, the subscriber, personally appeared Carol J. Stanley, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Business Manager of St. Louis Magazine; and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

KEVA WHITLEY
Notary Seal, Notary Public, State of Missouri
Commission # 07022015
My Commission Expires March 8, 2011

Keva Whitley
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
185 M	ASSIGNMENT OF CLAIM Replacement Check	1/6/10			125.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 6, 2010	1433	ST. LOUIS MAGAZINE		125.00

NC 1433

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Jan 6, 2010

AMOUNT
$ 125.00

Memo:

PAY TO THE ORDER OF One Hundred Twenty-Five and 00/100 Dollars

ST. LOUIS MAGAZINE
1600 S BRENTWOOD, STE. 550
ST LOUIS, MO 63144-1334

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001433⑈ ⑆064208165⑆0000116910756⑈

NC 1433

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
185 M	ASSIGNMENT OF CLAIM	1/6/10			125.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Jan 6, 2010	1433	ST. LOUIS MAGAZINE		125.00

(197m)

122.01

12/21/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, JILL SCALONY / TOD PAIR MAGAZINE ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/8/09

OFFICIAL SEAL
BETTY A. DOMINGUEZ
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 24, 2012

By: _____

Title: President

ACKNOWLEDGMENT
STATE OF ARIZONA)
) ss.:
COUNTY OF GILA)

BE IT REMEMBERED, that on this 12 day of December, 2009, before me, the subscriber, personally appeared JILL ANN GIFFORD, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the PRESIDENT of TOP AIR MAGAZINE; and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

OFFICIAL SEAL
BETTY A. DOMINGUEZ
NOTARY PUBLIC - State of Arizona
GILA COUNTY
My Comm. Expires April 24, 2012

Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
197M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			122.61

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1288	TOP PAIR		122.61

NC 1288

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 122.61

Memo:

PAY One Hundred Twenty-Two and 61/100 Dollars

THE ORDER OF:
TOP PAIR
5667 DEER CREEK FALLS CT.
LAS VEGAS, NV 89118
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001288⑈ ⑆064208165⑆0000116910756⑈

right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

NORTHSHORE CAPITAL, LLC

NC 1250

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
35M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			592.06

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1250	CALIFORNIA MINING JOURNAL		592.06

BB&T
87-816/642

NC 1250

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 592.06

Memo:

PAY Five Hundred Ninety-Two and 06/100 Dollars
TO THE
ORDER
OF

CALIFORNIA MINING JOURNAL
P.O. BOX 2260
APTOS, CA 95001

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001250⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1250

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
35M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			592.06

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1250	CALIFORNIA MINING JOURNAL		592.06

NO. 1260

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 592.00

3SM

NC 1275

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
149M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			583.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1275	PACIFICA TRAVEL LOG		583.90

NC 1275

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 583.90

Memo:

PA Five Hundred Eighty-Three and 90/100 Dollars
T
Ohe R
OF:

PACIFICA TRAVEL LOG
1144 10TH AVE. SUITE #401
HONOLULU, HI 96816
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included [-D Details on Back.

⑈001275⑈ ⑆064208165⑆0000116910756⑈

NC 1275

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
149M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			583.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1275	PACIFICA TRAVEL LOG		583.90

NO 1275

NORTHSHORE CAPITAL, LLC

DATE

Dec 21 2009

AMOUNT

$ 553.00

149M

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
142M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			562.91

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1272	OPEN GATE MEDIA		562.91

NC 1272

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 562.91

Memo:

PAY TO THE ORDER OF: Five Hundred Sixty-Two and 91/100 Dollars

OPEN GATE MEDIA
2000 CAHABA RD, STE 200
BIRMINGHAM, AL 35223

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001272⑈ ⑆064208165⑆0000116910756⑈

NC 1272

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
142M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			562.91

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1272	OPEN GATE MEDIA		562.91

NC 1272

142m

NORTHSHORE CAPITAL, LLC
P.O. BOX [illegible]
KNOXVILLE, TN 37910

DATE
Dec 21, 2009

AMOUNT
$ 562.91

Memo:

PAY TO THE ORDER OF Five Hundred Sixty-Two and 91/100 Dollars

OPEN GATE MEDIA
2000 CAHABA RD, STE 200
BIRMINGHAM, AL 35223

NON-NEGOTIABLE
TWO SIGNATURES REQUIRED OVER $5,000

AUTHORIZED SIGNATURE

⑈001272⑈ ⑆064208165⑆0000016910756⑈ ⑈0000056291⑈

CASHING THE CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AMOUNTS OWING PAYABLE BY ORDER OF THE FIRM LLC AND RECEIVED BY REFERENCE THE FIRM OF THE TRANSMITTAL LETTER FOR THE CHECK TO WHICH ANOTHER MAY ATTACH.

RECEIVED DATE
DEC 5 2009
06200001974
0100070643

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
63M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			543.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1254	FLORIDA ARCHITECTURE		543.20

NC 1254

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 543.20

Memo:

PAY TO THE ORDER OF: Five Hundred Forty-Three and 20/100 Dollars

FLORIDA ARCHITECTURE
8485 S.W. 168TH TERRACE
PALMETTO BAY,, FL 33157

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001254⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1254

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
63M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			543.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1254	FLORIDA ARCHITECTURE		543.20

NC 1254

NORTHSHORE CAPITAL, LLC
P. O. BOX 2570
KNOXVILLE, TN 37910

DATE
Dec 21, 2009

AMOUNT

Memo:

$ 543.20

63.00

PAY TO THE ORDER OF: Five Hundred Forty-Three and 20/100 Dollars

FLORIDA ARCHITECTURE
8485 S.W. 168TH TERRACE
PALMETTO BAY, FL 33157

⑈001254⑈ ⑆064208165⑆000001169107 56⑈

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST NORTHSHORE CAPITAL, LLC AND ACCORDINGLY, BY REGARDING THE TERMS OF THIS TRANSMITTAL LETTER, PAYEE CONSENTS TO WHICH PAYEE HEREBY AGREES

Scanned: 6/10/2010-2:46:34 PM

NC 1287

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
191M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			529.04

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1287	TENNESSEE VALLEY OUTDOOR		529.04

NC 1287

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 529.04

Memo:

PAY TO ORDER OF: Five Hundred Twenty-Nine and 04/100 Dollars

TENNESSEE VALLEY OUTDOOR
PO BOX 157
GREENEVILLE, TN 37744

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001287⑈ ⑆064208165⑆0000116910756⑈

NC 1287

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
191M	DUE TO/(FROM) ANDERSON NEWS	12/16/09			529.04

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1287	TENNESSEE VALLEY OUTDOOR		529.04

NO 1287

NORTHSHORE CAPITAL, LLC
P.O. BOX 53370
KNOXVILLE, TN 37930

DATE
Dec 21, 2009

AMOUNT
$ 529.64

Memo

PAY Five Hundred Twenty-Nine and 64/100 Dollars
TO THE ORDER OF

TENNESSEE VALLEY OUTDOOR
PO BOX 157
GREENEVILLE, TN 37744

⑈001287⑈ ⑆064208153⑆000011879017564⑈

19/m

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NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
37M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			500.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1124	CAROLINA ARCHITECT/DESIGN		500.00

BB&T
87-816/842

NC 1124

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 500.00

Memo:

PAY Five Hundred and 00/100 Dollars
HE
JER
OF:

CAROLINA ARCHITECT/DESIGN
P O BOX 237
HENDERSONVILLE, NC 28793

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001124⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1124

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
37M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			500.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1124	CAROLINA ARCHITECT/DESIGN		500.00

37m

NORTHSHORE CAPITAL, LLC

DATE

$ 600.00

PAY Five Hundred and 00/100 Dollars

TO THE ORDER OF CAROLINA ARCHITECT/DESIGN
P.O. BOX 207
HENDERSONVILLE, NC 28793

213m

NEC 'd 12/9/09

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, WASHINGTONIAN MAGAZINE ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated: 12/7/09

By: JENICA LEONARD

Title: STAFF ACCOUNTANT

Subscribed and sworn to before me, in my presence, this 7th day of December, 2009 a Notary Public in and for the District of Columbia

Denise Ricks

Notary Public

DENISE RICKS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 30, 2014

ACKNOWLEDGMENT

~~STATE OF~~)
DISTRICT OF COLUMBIA) ss.:
~~COUNTY OF~~)

BE IT REMEMBERED, that on this 7th day of December 2009, before me, the subscriber, personally appeared Jessica Leonard, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Staff Accountant of Washingtonian Magazine and the person who has signed the within instrument; and I having first made known to such person the contents thereof, ~~he or~~ she did acknowledge that ~~he or~~ she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Denise Ricks
Notary Public

DENISE RICKS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires September 30, 2014

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
213M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			86.43

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 9, 2009	1096	WASHINGTONIAN		86.43

NC 1096

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 9, 2009

AMOUNT
$ 86.43

Memo:

PAY Eighty-Six and 43/100 Dollars
HE
ER
OF:
WASHINGTONIAN
1828 L STREET N.W, STE 200
WASHINGTON, DC 20036-5169

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001096⑈ ⑆064208165⑆0000116910756⑈

NC 1096

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
213M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			86.43

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 9, 2009	1096	WASHINGTONIAN		86.43

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
151M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			431.08

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1152	PAPILLON PUBLICATIONS INC.		431.08

BB&T
87-816/642

NC 1152

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 431.08

Memo:

PAY Four Hundred Thirty-One and 08/100 Dollars
THE
ER

Or: PAPILLON PUBLICATIONS INC.
P.O. BOX 6945
DESTIN, FL 32550

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001152⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1152

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
151M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			431.08

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1152	PAPILLON PUBLICATIONS INC.		431.08

NC 1152

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 431.05

PAY Four Hundred Thirty-One and 05/100 Dollars
TO THE ORDER OF
PUBLICON PUBLICATIONS INC
P.O. BOX 6545
DESTIN, FL 32344

⑈001152⑈ ⑆064206150⑆0000011691075 6⑈ 0000043105⑈

15\m

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
212M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			424.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1167	WASHINGTON LIFE		424.87

NC 1167

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 424.87

Memo:

PAY Four Hundred Twenty-Four and 87/100 Dollars
HE
ER
OF:

WASHINGTON LIFE
2301 TRACY PLACE NW
WASHINGTON, DC 20008
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001167⑈ ⑆064208165⑆0000116910756⑈

NC 1167

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
212M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			424.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1167	WASHINGTON LIFE		424.87

212 mo

NC 1167

NORTHSHORE CAPITAL, LLC
P. O. BOX 62570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 424.87

Memo:

PAY Four Hundred Twenty Four and 87/100 Dollars
TO THE ORDER OF
WASHINGTON UFE
2201 TRACY PLACE NW
WASHINGTON, DC 20008
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001167⑈ ⑆064208165⑆000011670756⑈ ⑈0000042487⑈

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE MAY HAVE AGAINST NORTHSHORE LLC AND INCORPORATED BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO WHICH PAYEE HEREBY AGREES

1035 51226

BANK OF AMERICA, NA
12-24-09
21000053641

012130

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
53M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			351.77

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1128	DIABLO PUBLISHING		351.77

NC 1128

BB&T
67-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 351.77

Memo:

PAY Three Hundred Fifty-One and 77/100 Dollars
TO THE ORDER OF

DIABLO PUBLISHING
2520 CAMINO DIABLO, STE 200
WALNUT CREEK, CA 94596

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001128⑈ ⑆064208165⑆0000116910756⑈

NC 1128

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
53M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			351.77

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1128	DIABLO PUBLISHING		351.77

53m

BB&T

NO 1128

NORTHSHORE CAPITAL, LLC

DATE

$ 351.77

Three Hundred Fifty-One and 77/100 Dollars

DIAMOND PUBLISHING
2520 CAMINO DIABLO, STE 200
WALNUT CREEK, CA 94596

⑈001128⑈ ⑆064206165⑆0000011691 0756⑈

For Deposit Only

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
130M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			334.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1147	NASHVILLE POST COMPANY		334.13

BB&T
87-816/642

NC 1147

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 334.13

Memo:

PAY TO THE ORDER OF Three Hundred Thirty-Four and 13/100 Dollars

NASHVILLE POST COMPANY
2817 WEST END AVENUE
SUITE 216
NASHVILLE, TN 37203
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001147⑈ ⑆064208165⑆0000116910756⑈

NC 1147

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
130M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			334.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1147	NASHVILLE POST COMPANY		334.13

NORTHSHORE CAPITAL LLC

NO. 1127

$

130m

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
96M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			325.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1137	IN-SIGHT MEDIA LLC		325.85

BB&T
87-816/642

NC 1137

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 325.85

Memo:

PAY TO THE ORDER OF Three Hundred Twenty-Five and 85/100 Dollars

IN-SIGHT MEDIA LLC
401 HILLYER HIGH RD
ANNISTON, AL 36207

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001137⑈ ⑆064208165⑆0000116910756⑈

NC 1137

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
96M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			325.85

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1137	IN-SIGHT MEDIA LLC		325.85

96m

NC 1137

NORTHSHORE CAPITAL, LLC
P. O. BOX 92520
KNOXVILLE, TN 37930

DATE
Dec 15, 2009

AMOUNT
$ 325.85

Memo:

PAY Three Hundred Twenty-Five and 85/100 Dollars
TO THE ORDER OF

IN-SIGHT MEDIA LLC
401 HILLYER HIGH RD
ANNISTON, AL 36207

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑆001137⑆ ⑆064208165⑈0000116910756⑈

CASHING THIS CHECK CONSTITUTES AN AGREEMENT WITH NORTHSHORE CAPITAL LLC THAT RIGHTS, TITLE AND INTEREST IN THE PAYEE'S ENTIRE CLAIM AGAINST THE PAYOR FOR THE AMOUNT OF THE TRANSACTION LETTER FOR THE CHECK TO WACHOVIA BANK, NA

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
204M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			321.50

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1166	UNIVERSITY OF TEXAS		321.50

NC 1166

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 321.50

Memo:

PAY Three Hundred Twenty-One and 50/100 Dollars
HE
ER
OF:

UNIVERSITY OF TEXAS
MCDONALD OBSERVATORY
RLM 15.308
AUSTIN, TX 78712
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001166⑈ ⑆064208165⑆0000116910756⑈

NC 1166

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
204M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			321.50

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1166	UNIVERSITY OF TEXAS		321.50

204m

NC 1165

NORTHSHORE CAPITAL, LLC

DATE

$ 321.50

UNIVERSITY OF TEXAS
MCDONALD OBSERVATORY
RLM 15.308
AUSTIN, TX 78712
USA

FOR DEPOSIT ONLY
UNIVERSITY OF TEXAS

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
108M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			313.68

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1141	LONG POINT MEDIA		313.68

BB&T
87-916/642

NC 1141

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 313.68

Memo:

PAY Three Hundred Thirteen and 68/100 Dollars
THE
ER
OF:

LONG POINT MEDIA
2947 INTERSTATE PARKWAY
BRUNSWICK,, OH 44212
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001141⑈ ⑆064208165⑆0000116910756⑈

NC 1141

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
108M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			313.68

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1141	LONG POINT MEDIA		313.68

NC 1141

NORTHSHORE CAPITAL, LLC
P.O. BOX 25570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 313.68

Memo:

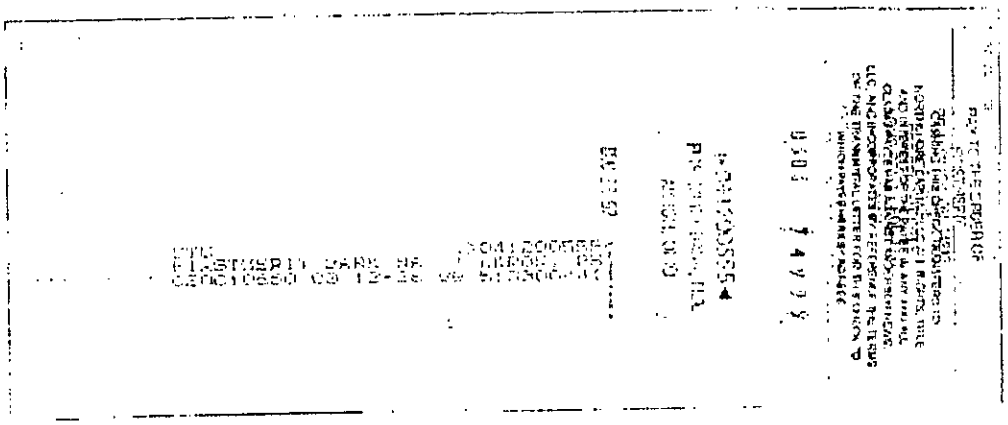
PAY Three Hundred Thirteen and 68/100 Dollars
TO THE ORDER OF

LONG POINT MEDIA
2997 INTERSTATE PARKWAY
BRUNSWICK, OH 44212
USA

VOID AFTER 90 DAYS

AUTHORIZED SIGNATURE

⑈001164⑈ ⑆064208135⑆0000116910256⑈ ⑈0000031368⑈



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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
27M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			283.61

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1119	BIZ CARDS TODAY		283.61

BB&T
87-816/642

NC 1119

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 283.61

Memo:

PAY TO THE ORDER OF: Two Hundred Eighty-Three and 61/100 Dollars

BIZ CARDS TODAY
387 CODELL
LEXINGTON, KY 40509
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001119⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1119

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
27M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			283.61

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1119	BIZ CARDS TODAY		283.61

Scanned: 6/10/2010 2:46:46 PM

NORTHSHORE CAPITAL, LLC

DATE

$ 283.81

27M

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
74M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			258.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1161	TAMPA BAY BEST		258.55

BB&T
87-816/642

NC 1161

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 258.55

Memo:

PAY Two Hundred Fifty-Eight and 55/100 Dollars
TO THE ORDER OF

TAMPA BAY BEST
5915 MEMORIAL HWY, STE K
Tampa, FL 33615

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001161⑈ ⑆064208165⑆0000116910756⑈

NC 1161

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
74M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			258.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1161	TAMPA BAY BEST		258.55

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 258.50

TAMPA BAY INST

74M

Gregory Show Publications

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
97M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			254.47

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1138	INTERMEDIA PUBLIC RELATIONS		254.47

NC 1138

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 254.47

Memo:

PAY Two Hundred Fifty-Four and 47/100 Dollars
TO THE ORDER OF

INTERMEDIA PUBLIC RELATIONS
PO BOX 2825
PEORIA, AZ 85380

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001138⑈ ⑆064208165⑆0000116910756⑈

NC 1138

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
97M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			254.47

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1138	INTERMEDIA PUBLIC RELATIONS		254.47

DRAFT

NC 1138

NORTHSHORE CAPITAL, LLC
P.O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 254.47

Memo:

PAY TO THE ORDER OF Two Hundred Fifty-Four and 47/100 Dollars

INTERMEDIA PUBLIC RELATIONS
PO BOX 3825
PEORIA, AZ 85380

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $500

AUTHORIZED SIGNATURE

⑈001138⑈ ⑆064208165⑆000001167108756⑈

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
148M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			235.50

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1151	TRANSOCEANIC MEDIA		235.50

NC 1151

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 235.50

Memo:

PAY TO THE ORDER OF Two Hundred Thirty-Five and 50/100 Dollars

TRANSOCEANIC MEDIA
P.O. BOX 913
HONOLULU, HI 96808
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001151⑈ ⑆064208165⑆0000116910756⑈

NC 1151

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
148M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			235.50

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1151	TRANSOCEANIC MEDIA		235.50

NC 1151

NORTHSHORE CAPITAL LLC

DATE

Dec 15, 2009

$ 235.50

196 M

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, The Texas Observer ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore except with respect to breaches of representations, warranties and covenants expressly set forth in or incorporated by reference into this Assignment of Claim. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect to the Claim.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: _____

Title: Assoc. Publisher

ACKNOWLEDGMENT

STATE OF Texas)
) ss.:
COUNTY OF Travis)

BE IT REMEMBERED, that on this 12 day of December, 2009, before me, the subscriber, personally appeared Julia Austin, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Associate Publisher of The Texas Observer and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

CANDACE CARPENTER
Notary Public, State of Texas
My Commission Expires
June 16, 2010

Notary Public

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
196M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			234.70

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1164	TEXAS OBSERVER		234.70

NC 1164

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 234.70

Memo:

PAY Two Hundred Thirty-Four and 70/100 Dollars
THE
ER

Or: TEXAS OBSERVER
307 WEST 7TH STREET
AUSTIN, TX 78701
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001164⑈ ⑆064208165⑆00001169 10756⑈

NC 1164

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
196M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			234.70

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1164	TEXAS OBSERVER		234.70

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$

TEXAS OBSERVER

196M

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
101M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			196.61

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1140	KANSAS WILDLIFE & PARKS		196.61

NC 1140

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 196.61

Memo:

One Hundred Ninety-Six and 61/100 Dollars

ORDER OF:
KANSAS WILDLIFE & PARKS
PRATT OPERATIONS OFFICE
RURAL ROUTE 2
PRATT, KS 67124

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001140⑈ ⑆064208165⑆0000116910756⑈

NC 1140

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
101M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			196.61

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1140	KANSAS WILDLIFE & PARKS		196.61

NC 1140

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 196.61

Memo

PAY TO THE ORDER OF One Hundred Ninety-Six and 61/100 Dollars

KANSAS WILDLIFE & PARKS
PRATT OPERATIONS OFFICE
RURAL ROUTE 2
PRATT, KS 67124

WITHIN TWO DAYS
TWO SIGNATURES REQUIRED OVER $3000

⑈001140⑈ ⑆064208165⑆0000116910756⑈

FOR DEPOSIT ONLY

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
73M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			190.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1132	GREEN CAR JOURNAL		190.13

NC 1132

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 190.13

Memo:

PAY One Hundred Ninety and 13/100 Dollars
TO THE ORDER OF

GREEN CAR JOURNAL
1241 JOHNSON AVE, #365
SAN LUIS OBISPO, CA 93401
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001132⑈ ⑆064208165⑆0000116910756⑈

NC 1132

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
73M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			190.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1132	GREEN CAR JOURNAL		190.13

NORTHSHORE CAPITAL, LLC
P. O. BOX 6257
KNOXVILLE, TN 37950

NC 1132

DATE
Dec 15, 2009

AMOUNT
$ 190.13

Memo:

PAY TO THE ORDER OF One Hundred Ninety and 13/100 Dollars

GREEN CAR JOURNAL
1241 JOHNSON AVE, #365
SAN LUIS OBISPO, CA 93401
USA

VOID AFTER 90 DAYS

⑈001132⑈ ⑆064208165⑆000001691075⑈

PAY TO THE ORDER OF
Heritage Oaks Bank
FOR DEPOSIT ONLY
Green Car Journal
0041045560

⑆003 080200390⑆ 1222339982⑈ 330

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
192M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			183.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1163	TEXAS BASKETBALL MAGAZINE		183.37

BB&T
87-816/642

NC 1163

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 183.37

Memo:

PAY TO THE ORDER OF One Hundred Eighty-Three and 37/100 Dollars

TEXAS BASKETBALL MAGAZINE
12815 MEMORIAL DRIVE
HOUSTON, TX 77024-4809

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001163⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1163

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
192M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			183.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1163	TEXAS BASKETBALL MAGAZINE		183.37

NORTHSHORE CAPITAL LLC

$ 195.27

TEXAS BASKETBALL MAGAZINE

192M

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
91M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			160.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1136	HUNTINGTON QUARTERLY		160.00

BB&T
67-816/642

NC 1136

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 160.00

Memo:

PAY TO THE ORDER OF One Hundred Sixty and 00/100 Dollars

HUNTINGTON QUARTERLY
PO BOX 384
HUNTINGTON, WV 25708-0384
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001136⑈ ⑆064208165⑆0000116910756⑈

NC 1136

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
91M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			160.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1136	HUNTINGTON QUARTERLY		160.00

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$

91m

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
145M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			130.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1150	OREGON BUSINESS MAGAZINE		130.71

NC 1150

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 130.71

Memo:

PAY TO THE ORDER OF One Hundred Thirty and 71/100 Dollars

OREGON BUSINESS MAGAZINE
610 SW BROADWAY
SUITE 200
PORTLAND, OR 97205

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001150⑈ ⑆064208165⑆0000116910756⑈

NC 1150

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
145M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			130.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1150	OREGON BUSINESS MAGAZINE		130.71

145m

NO. 1150

NORTHSHORE CAPITAL, LLC

DATE

Dec 15, 2008

AMOUNT

$ 120.71

OREGON QUIN LAW GROUP

PORTLAND OR

⑈001150⑈ ⑆064208165⑆0000165810759⑈

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
128M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			128.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1145	MY CITY EATS & ENTERTAIN		128.37

NC 1145

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 128.37

Memo:

PAY TO THE ORDER OF One Hundred Twenty-Eight and 37/100 Dollars

MY CITY EATS & ENTERTAIN
2295 S HIAWASSEE RD #207
ORLANDO, FL 32835
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001145⑈ ⑆064208165⑆0000116910756⑈

NC 1145

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
128M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			128.37

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1145	MY CITY EATS & ENTERTAIN		128.37

NC 1145

128m

NORTHSHORE CAPITAL, LLC
P. O. BOX 626/0
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 128.37

Memo

PAY TO THE ORDER OF One Hundred Twenty-Eight and 37/100 Dollars

MY CITY EATS & ENTERTAIN
2205 S HIAWASSEE RD #207
ORLANDO, FL 32835
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001145⑈ ⑆064208165⑆0000116910756⑈

CREDITED TO ACCOUNT OF
WITHIN NAMED PAYEE
FOR DEPOSIT ONLY
JPMorgan Chase Bank, N.A.

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
20M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			109.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1116	AUSTIN WEDDINGDAY		109.46

BB&T
87-816/642

NC 1116

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 109.46

Memo:

PAY TO THE ORDER OF One Hundred Nine and 46/100 Dollars

AUSTIN WEDDINGDAY
P.O. BOX 151625
AUSTIN, TX 78715
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001116⑈ ⑆064208165⑆0000116910756⑈

NC 1116

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
20M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			109.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1116	AUSTIN WEDDINGDAY		109.46

NORTHSHORE CAPITAL LLC

DATE

Dec 19, 2009

AMOUNT

$ 100.46

AUSTIN WEDBUSDAY

AUSTIN TX 78715

USA

#20.00 (105M)

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Latest Scoop Publishing ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount set forth on the Recovery Summary Spreadsheet attached as Exhibit A hereto (the "Recovery Summary Spreadsheet") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim as set forth on the Recovery Summary Spreadsheet is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

This Assignment of Claim shall be immediately effective upon Assignor's actual receipt of its Pro Rata Share of the Cash Payment Amount as set forth on the Recovery Summary Spreadsheet, as each such term is defined in the Settlement Agreement.

Dated:

By: Tracy [illegible]

Title: Owner / Publisher

ACKNOWLEDGMENT
STATE OF Colorado)
) ss.: 521-11-5061
COUNTY OF larimer)

BE IT REMEMBERED, that on this 18 day of December 2009, before me, the subscriber, personally appeared Tracey Ellis, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the owner - publisher of Latest Scoop Publishing and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

CHELSEA BAIRD
NOTARY
PUBLIC
STATE OF COLORADO

Notary Public exp. 08/20/2012

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
105M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			100.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1165	THE LATEST SCOOP		100.00

BB&T
87-816/642

NC 1165

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 100.00

Memo:

PAY One Hundred and 00/100 Dollars

OF: THE LATEST SCOOP
PO BOX 7477
LOVELAND, CO 80537-0477

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001165⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1165

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
105M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			100.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1165	THE LATEST SCOOP		100.00

LAP96 COMPATIBLE ENVELOPE - CE15 / CE15S

E07105

NC 1165

NORTHSHORE CAPITAL, LLC
P.O. BOX 59520
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

Memo:

AMOUNT
$ 100.00

PAY One Hundred and 00/100 Dollars
TO THE ORDER OF
THE LATEST SCOOP
PO BOX 7477
LOVELAND, CO 80537-0477

MASTER MI CAYS
TWO SIGNATURES REQUIRED OVER $4000

⑈001165⑈ ⑆064208195⑆000001169107560⑈

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
50M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			89.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1126	CUTTER COMMUNICATIONS, INC.		89.10

BB&T
87-816/642

NC 1126

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 89.10

Memo:

Eighty-Nine and 10/100 Dollars

HE
ORDER
OF:

CUTTER COMMUNICATIONS, INC.
1334 NE 2ND STREET
BEND, OR 97701

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001126⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1126

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
50M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			89.10

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1126	CUTTER COMMUNICATIONS, INC.		89.10

50m

NC 1125

NORTHSHORE CAPITAL, LLC

DATE

$ 88.10

PAY Eighty-Nine and 10/100 Dollars

TO THE ORDER OF CUTTER COMMUNICATIONS, INC.
1534 NE 2ND STREET
BEND, OR 97701

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
220M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			83.25

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1173	WYOMING WILDLIFE		83.25

BB&T
67-816/642

NC 1173

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 83.25

Memo:

Eighty-Three and 25/100 Dollars

THE ORDER OF:
WYOMING WILDLIFE
C/O KENT NEWS AGENCY
P.O. BOX 1828
SCOTTS BLUFF, NE 69361

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001173⑈ ⑆064208165⑆00001169107 56⑈

NC 1173

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
220M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			83.25

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1173	WYOMING WILDLIFE		83.25

220m

NC 1173

NORTHSHORE CAPITAL, LLC
P. O. BOX 50570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 83.25

Memo

PAY TO THE ORDER OF: Eighty-Three and 25/100 Dollars

WYOMING WILDLIFE
C/O KENT NEWS AGENCY
P.O. BOX 1528
SCOTTS BLUFF, NE 69361

VOID AFTER 90 DAYS

⑈001173⑈ ⑆064208165⑆0000116910750⑈

CASHING THIS CHECK CONSTITUTES TO NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS RELATED TO AND ARISING FROM KENT NEWS, LLC AND INCORPORATED BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO MONEY PAYED ACCORDING

PAY TO THE ORDER OF
PLATTE VALLEY NATIONAL BANK
FOR DEPOSIT ONLY
KENT NEWS COMPANY
Acct. # 9014721

002739782-Dec 08, 2009 >104102309<

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REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
70M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			82.04

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1131	GOOD OLD BOAT MAGAZINE		82.04

BB&T
87-818/642

NC 1131

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 82.04

Memo:

PAY Eighty-Two and 04/100 Dollars
TO THE ORDER OF

GOOD OLD BOAT MAGAZINE
1501 8TH AVE. N.W.
JAMESTOWN,, ND 58401-2121

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001131⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1131

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
70M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			82.04

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1131	GOOD OLD BOAT MAGAZINE		82.04

NC 173

NORTHSHORE CAPITAL, LLC

Dec 15, 2009

Dear,

70m

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
67M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			80.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1130	GEORGIA MUSIC HALL OF FAME		80.02

BB&T
87-816/642

NC 1130

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 80.02

Memo:

PAY Eighty and 02/100 Dollars
TO THE ORDER OF

GEORGIA MUSIC HALL OF FAME
PO BOX 1073
MACON, GA 31202-1073
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001130⑈ ⑆064208165⑆0000116910756⑈

NC 1130

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
67M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			80.02

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1130	GEORGIA MUSIC HALL OF FAME		80.02

NC 1130

NORTHSHORE CAPITAL, LLC
P. O. BOX 58070
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 80.02

Memo

Pay Eighty and 02/100 Dollars
TO THE ORDER OF
GEORGIA MUSIC HALL OF FAME
P.O BOX 1073
MACON, GA 31202-1073
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001130⑈ ⑆064208165⑆00000116870756⑈

67m

CHECKING THIS BOX CONSENTS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS MADE HERE AGAINST ANYONE WHO, LLC AND NOT ANYTHING REFERENCE THIS TRANSACTION, LETTER FOR THE QUESTION TO WHICH PAYEE HEREBY AGREES.

FOR DEPOSIT ONLY
GA MUSIC HALL OF FAME FOUNDATION
#0000000242

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
30M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			77.41

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1120	BONAD, INC.		77.41

BB&T
87-816/642

NC 1120

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 77.41

Memo:

PAY TO THE ORDER OF Seventy-Seven and 41/100 Dollars

BONAD, INC.
2295 S. HIAWASSEE RD
SUITE 410
ORLANDO, FL 32835
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001120⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1120

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
30M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			77.41

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1120	BONAD, INC.		77.41

30m

NC 1120

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15 2009

AMOUNT
$ 77.41

Memo

PAY TO THE ORDER OF
Seventy Seven and 41/100 Dollars

BONAD INC
2295 S. HIAWASSEE RD
SUITE 410
ORLANDO, FL 32835
USA

⑈001120⑈ ⑆064208155⑆0000116910756⑈ /0000007741/

PAY TO THE ORDER OF
REGIONS BANK
DEPOSITORY
FOR DEPOSIT ONLY
ORLANDO CITY MAGAZINE LLC
ORLANDO, FL 32835

REGIONS BANK
ORLANDO, FL
⑆062000019⑆

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
86M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			75.88

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1135	HONOLULU		75.88

BB&T
67-816/642

NC 1135

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 75.88

Memo:

PAY TO THE ORDER OF Seventy-Five and 88/100 Dollars

HONOLULU
PO BOX 80
HONOLULU, HI 96810
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001135⑈ ⑆064208165⑆0000116910756⑈

NC 1135

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
86M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			75.88

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1135	HONOLULU		75.88

Stern

NORTHSHORE CAPITAL, LLC

$ 75.00

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
31M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			64.80

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1121	BRIDE AND GROOM MAGAZINES		64.80

BB&T
87-816/642

NC 1121

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 64.80

Memo:

PAY TO THE ORDER OF Sixty-Four and 80/100 Dollars

BRIDE AND GROOM MAGAZINES
P.O. BOX 110918
CARROLLTON, TX 75011-0918
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001121⑈ ⑆064208165⑆00001169107 56⑈

NC 1121

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
31M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			64.80

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1121	BRIDE AND GROOM MAGAZINES		64.80

NC 1121

NORTHSHORE CAPITAL, LLC
P.O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 64.60

Memo:

PAY Sixty-Four and 60/100 Dollars
TO THE ORDER OF

BRIDE AND GROOM MAGAZINES
P.O. BOX 110018
CARROLLTON, TX 75011-0918
USA

AVOID ALTERATIONS
TWO SIGNATURES REQUIRED OVER $5000

⑈001121⑈ ⑆064206155⑆0000116910756⑈

FOR DEPOSIT ONLY
BRIDE & GROOM MAGAZINE
1962259701

CITIBANK
DALLAS, TX
02/29/2009 12-29-09

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
138M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			59.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1146	N W PALATE		59.38

NC 1146

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 59.38

Memo:

PAY TO THE ORDER OF Fifty-Nine and 38/100 Dollars

N W PALATE
P.O. BOX 10860
PORTLAND, OR 97296-0860

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001146⑈ ⑆064208165⑆0000116910756⑈

NC 1146

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
138M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			59.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1146	N W PALATE		59.38

NC 1146

BBAT

NORTHSHORE CAPITAL, LLC
P.O. BOX 50670
NASHVILLE, TN 37250

DATE
Dec 15, 2009

AMOUNT
$ 62.38

Memo:

Pay: Fifty-Two and 38/100 Dollars

N W PALATE
P.O. BOX 10360
PORTLAND, OR 97296-0360

⑈001146⑈ ⑆064208165⑆0000011894075⑈

138M

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
79M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			52.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1133	HAAS ROCK PUBLICATION		52.20

NC 1133

BB&T
67-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 52.20

Memo:

PAY Fifty-Two and 20/100 Dollars
TO THE ORDER OF

HAAS ROCK PUBLICATION
1713 WHISTLEPIG LN
BROOMFIELD, CO 80020

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001133⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1133

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
79M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			52.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1133	HAAS ROCK PUBLICATION		52.20

79m

NORTHSHORE CAPITAL, LLC

DATE

$ 52.20

NORTHSHORE CAPITAL, LLC

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			49.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1170	WAVE SOUTH FLORIDA LLC		49.32

BB&T
87-816/642

NC 1170

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 49.32

Memo:

Forty-Nine and 32/100 Dollars

IE
ORDER
OF:

WAVE SOUTH FLORIDA LLC
80 SW 8TH ST #2230
MIAMI, FL 33181
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001170⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1170

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
215M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			49.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1170	WAVE SOUTH FLORIDA LLC		49.32

215M

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 49.02

Pay Forty Nine and 02/100 Dollars

MEMO

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
157M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			43.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1153	PREP SPORTS RECRUITING, INC.		43.62

BB&T
87-816/642

NC 1153

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 43.62

Memo:

PAY Forty-Three and 62/100 Dollars
THE
ER

Or: PREP SPORTS RECRUITING, INC.
P.O. BOX 380723
ATTN: FORREST DAVIS
BIRMINGHAM, AL 35238-0723
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001153⑈ ⑆064208165⑆00001169107 56⑈

NC 1153

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
157M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			43.62

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1153	PREP SPORTS RECRUITING, INC.		43.62

157m

NORTHSHORE CAPITAL, LLC

DATE

$ 43.82

Forty Three and 82/100 Dollars

FOR ATTESTATION

Forty Three and 82/100 Dollars

FOR ATTESTATION

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
24M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			35.94

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1118	BIG STONE PUBLISHING		35.94

NC 1118

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 35.94

Memo:

PAY TO THE ORDER OF Thirty-Five and 94/100 Dollars

BIG STONE PUBLISHING
417 MAIN STREET UNIT N
CARBONDALE,, CO 81623
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001118⑈ ⑆064208165⑆0000116910756⑈

NC 1118

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
24M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			35.94

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1118	BIG STONE PUBLISHING		35.94

NC 1118

NORTHSHORE CAPITAL, LLC
P. O. BOX 13570
KNOXVILLE, TN 37930

DATE
Dec 15, 2009

AMOUNT
$ 35.94

Memo:

PAY TO THE ORDER OF: Thirty-Five and 94/100 Dollars

BIG STONE PUBLISHING
417 MAIN STREET UNIT H
CARBONDALE, CO 81623
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $500

⑈001118⑈ ⑆064000165⑆0000013697107 56⑈

24m

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
33M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			13.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1123	BULL'S EYE LOTTERY BOOK		13.13

NC 1123

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 13.13

Memo:

PAY Thirteen and 13/100 Dollars
HE
ER

Or: BULL'S EYE LOTTERY BOOK
P.O. BOX 32722
DETROIT, MI 48232

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001123⑈ ⑆064208165⑆0000116910756⑈

NC 1123

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
33M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			13.13

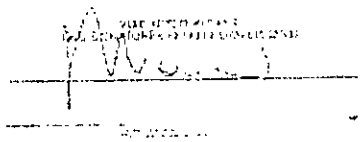
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1123	BULL'S EYE LOTTERY BOOK		13.13

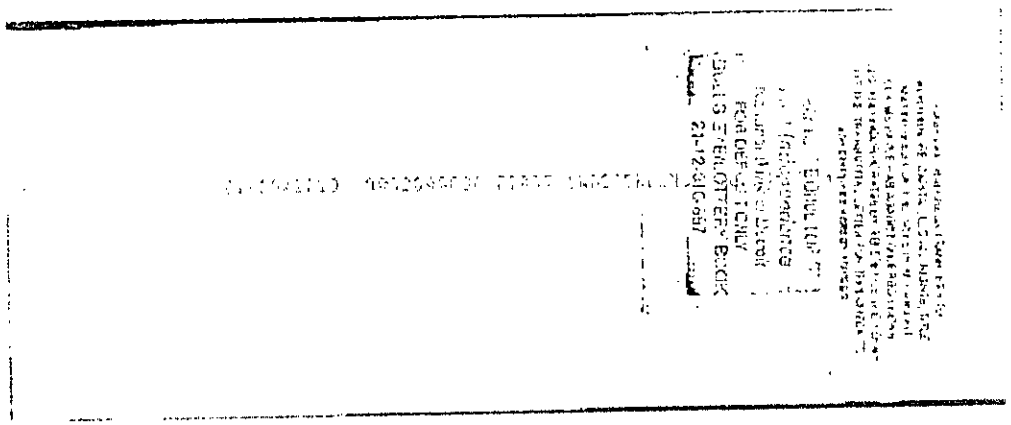
LAP96 COMPATIBLE ENVELOPE - CE15 / CE15S

33m

NORTHSHORE CAPITAL, LLC

DETROIT, MI





NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
144M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			1.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1149	OPERATION BASS, INC.		1.82

NC 1149

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 1.82

Memo:

PAY TO THE ORDER OF One and 82/100 Dollars

OPERATION BASS, INC.
30 GAMBLE LANE
BENTON, KY 42025
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001149⑈ ⑆064208165⑆00001169 10756⑈

NC 1149

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
144M	DUE TO/(FROM) ANDERSON NEWS	12/8/09			1.82

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1149	OPERATION BASS, INC.		1.82

BB&T

NC 1149

NORTHSHORE CAPITAL, LLC
P. O. BOX 52170
KNOXVILLE, TN 37953

DATE
Dec 15, 2009

AMOUNT
$ 1.82

144m

Memo.

PAY One and 82/100 Dollars
TO THE ORDER OF:
OPERATION BASS, INC.
30 ISAMELLE LANE
BENTON, KY 42025
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $5000

⑈001149⑈ ⑆064208165⑆0000013659⑈0756⑈

PAY TO THE ORDER OF

COMMENT/BRANCH SERVICE

OPERATION BASS, INC.

BANK

FOR DEPOSIT ONLY

Summary of Retailer Claims Owed by Anderson News
Total Amount Owed by Anderson News: **$35,744.11**

VENDOR ID	VENDOR	AMOUNT OWED BY ANDERSON NEWS	NORTHSHORE PURCHASE PRICE OF CLAIM
10699	THE SERVICE OIL COMPANY	$669.98	$134.00
3558	ARMISTEAD MINI CONVENICENCE	$245.76	$49.15
78379	OG FOOD MART	$2,000.00	$400.00
64408	FAMILY BOOK SHOP	$1,366.44	$273.29
139629	NEWPORT AVENUE MARKET	$4,283.38	$856.68
52555	BOOKS PLUS INC	$27,178.55	$5,435.71
	Total Amount Owed by Anderson News =	**$35,744.11**	$7,148.83

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1 R

#134.00

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, The Service Oil Company ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 669.98 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated: 12-18-2009

By: [signature]

Title: JONATHAN M. KOTCHUM
PRESIDENT/GENERAL MANAGER

ACKNOWLEDGMENT
STATE OF KANSAS)
) ss.:
COUNTY OF THOMAS)

BE IT REMEMBERED, that on this 18th day of December, 2009, before me, the subscriber, personally appeared JONATHAN M. KOTCHMAN, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the GENERAL MANAGER of THE SERVICE OIL COMPANY, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

KEVAN TAYLOR
State of Kansas
My Appt. Exp. 8-31-2017

Kevan Taylor
Notary Public

AFFIDAVIT OF CLAIM

The undersigned hereby represents, under penalty of perjury, that the amount set opposite his/her signature is a true and correct statement of the amount owing to the undersigned, as of March 2, 2009, the date of the filing of the involuntary bankruptcy Case No. 09-10695 in United States Bankruptcy Court, District of Delaware, for all credit extended to Anderson News, LLC, and any other amounts due from Anderson News, after making such prior adjustments for credits and setoffs that may be due, a copy of such statement of account and any other supporting documents being attached hereto and made a part hereof.

Dated this 22nd day of November 2009.

AMOUNT OF CLAIM $669.98
(In U. S. Dollars)

Signature of Creditor

SERVICE OIL COMPANY
DBA TRAVEL STOPS #5
Name of Creditor

By JONATHAN KETCHUM

Its PRESIDENT / GM

285 E 4th STREET PO BOX 446
Street Address

COLBY KS 67701
City, State, Zip Code

785-462-3441 jketchum@serviceoil.net
Phone E-Mail

Michael Mumford
Witness Signature

Michael Mumford
[Printed name of Witness]

RECEIVED
NOV 30 2009
BMC GROUP

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1R	ASSIGNMENT OF CLAIM	12/21/09			134.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1243	THE SERVICE OIL COMPANY		134.00

NC 1243

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 134.00

Memo:

PAY One Hundred Thirty-Four and 00/100 Dollars
TO THE ORDER OF:
THE SERVICE OIL COMPANY
P O BOX 446
COLBY, KS 67701

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001243⑈ ⑆064208165⑆0000116910756⑈

NC 1243

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1R	ASSIGNMENT OF CLAIM	12/21/09			134.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1243	THE SERVICE OIL COMPANY		134.00

12/21/09 2R

$49.15

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Armistead Mini Conv. ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 245.76 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated: 12-21-09

By: Delva A. Fierros

Title: Office Assistant

ACKNOWLEDGMENT
STATEOF Florida)
) ss.:
COUNTY OF Franklin)

BE IT REMEMBERED, that on this 21st day of Dec, 2009, before me, the subscriber, personally appeared Debra Nichols, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Office Assistant of Armistead Mini Conv. Store, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Jeanette P. Spann
Notary Public

JEANETTE P. SPANN
Notary Public - State of Florida
My Comm. Expires Oct 9, 2012
Commission # DD 830018
Bonded Through National Notary Assn.

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
2R	ASSIGNMENT OF CLAIM	12/22/09			49.15

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1293	ARMISTEAD MINI CONV		49.15

NC 1293

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 49.15

Memo:

PAY Forty-Nine and 15/100 Dollars
TO THE ORDER OF:
ARMISTEAD MINI CONV
228 FRANKLIN BLVD
EASTPOINT, FL 32328

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001293⑈ ⑆064208165⑆00001169107 56⑈

NC 1293

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
2R	ASSIGNMENT OF CLAIM	12/22/09			49.15

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1293	ARMISTEAD MINI CONV		49.15

3R

ASSIGNMENT OF CLAIM $400.00 12/21/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Jeffrey Ong ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 2000 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated:

12/18/09

By: Jeffey Oy

Title: Owner

ACKNOWLEDGMENT

STATEOF)
Oklahoma) ss.:
COUNTY OF)
Cleveland

BE IT REMEMBERED, that on this 18th day of December, 2009, before me, the subscriber, personally appeared Jeffrey Ong, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the Owner of OG Foodmart, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Belinda Robinson
Notary Public
Belinda Robinson
State of Oklahoma Notary Public
Exp. Dt: July 21, 2012
Commission #: 08007456

AFFIDAVIT OF CLAIM

The undersigned hereby represents, under penalty of perjury, that the amount set opposite his/her signature is a true and correct statement of the amount owing to the undersigned, as of March 2, 2009, the date of the filing of the involuntary bankruptcy Case No. 09-10695 in United States Bankruptcy Court, District of Delaware, for all credit extended to Anderson News, LLC, and any other amounts due from Anderson News, after making such prior adjustments for credits and setoffs that may be due, a copy of such statement of account and any other supporting documents being attached hereto and made a part hereof.

Dated this 23 day of November 2009.

AMOUNT OF CLAIM $2000
(In U. S. Dollars)

Signature of Creditor

Jeffrey Og
Name of Creditor

By OG Foodmart

Its

8937 S. May Ave
Street Address

OKC, OK 73159
City, State, Zip Code

6855745 Jeffrey2og@hotmail.com
Phone E-Mail

Witness Signature

Bellity
[Printed name of Witness]

RECEIVED

NOV 30 2009

BMC GROUP

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
3R	ASSIGNMENT OF CLAIM	12/22/09			400.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1294	O G FOOD MART		400.00

NC 1294

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 400.00

Memo:

PAY THE ORDER OF: Four Hundred and 00/100 Dollars

O G FOOD MART
8937 S MAY
OKLAHOMA CITY, OK 73170

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001294⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1294

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
3R	ASSIGNMENT OF CLAIM	12/22/09			400.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1294	O G FOOD MART		400.00

$273.29 4R

ASSIGNMENT OF CLAIM

12/21/09

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Family Book Shop ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 1366.44 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated:

By: Cynthia A. Raible

Title: Owner

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF)

BE IT REMEMBERED, that on this 18 day of Dec., 2009, before me, the subscriber, personally appeared Cynthia A Raible, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the owner of Family Book Shop, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

Karen S Bunch-Mayer
Notary Public

KAREN S. BUNCH-MAYER
MY COMMISSION # DD 763709
EXPIRES: April 6, 2012
Bonded Thru Notary Public Underwriters

County of Volusia
State of Florida

NORTHSHORE CAPITAL, LLC

NC 1300

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
4R	ASSIGNMENT OF CLAIM	12/22/09			273.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1300	FAMILY BOOK SHOP		273.29

BB&T
87-816/642

NC 1300

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 273.29

Memo:

Two Hundred Seventy-Three and 29/100 Dollars

THE ORDER OF:
FAMILY BOOK SHOP
ATTN: JUDY MATHYS
1301 N WOODLAND BLVD
DELAND, FL 32720
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001300⑈ ⑆064208165⑆00001169107 56⑈

NC 1300

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
4R	ASSIGNMENT OF CLAIM	12/22/09			273.29

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1300	FAMILY BOOK SHOP		273.29

6R

12/22/09

856.68

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Newport Avenue Market ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor' s right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $ 4283.38 (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated:

By: Gary R Day

Title: President

ACKNOWLEDGMENT
STATE OF OREGON)
) ss.:
COUNTY OF Deschutes)

BE IT REMEMBERED, that on this 21st day of December, 2009, before me, the subscriber, personally appeared Gerry R Dory, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Rudy's Market dba Newport Market, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

OFFICIAL SEAL
DEANN R ATKINSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 400856
MY COMMISSION EXPIRES DECEMBER 29, 2009

Deann R. Atkinson
Notary Public

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
6R	ASSIGNMENT OF CLAIM	12/22/09			856.68

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1307	NEWPORT AVENUE MARKET		856.68

BB&T
87-816/642

NC 1307

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 22, 2009

AMOUNT
$ 856.68

Memo:

PAY Eight Hundred Fifty-Six and 68/100 Dollars

TO THE ORDER OF:
NEWPORT AVENUE MARKET
1121 N W NEWPORT
BEND, OR 97701
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001307⑈ ⑆064208165⑆00001169107 56⑈

NC 1307

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
6R	ASSIGNMENT OF CLAIM	12/22/09			856.68

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 22, 2009	1307	NEWPORT AVENUE MARKET		856.68

34R

ASSIGNMENT OF CLAIM

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Books plus Inc ("Assignor") hereby bargains, sells, transfers, assigns, sets over and conveys all of Assignor's right, title, claim and interest, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, and however documented, to Northshore Capital, LLC ("Northshore"), any and all claims (collectively, the "Claim") in the amount of $27,178=55+incentive+RDA (the "Claim Amount") that Assignor now has against Anderson News, LLC ("Anderson News"), including, but not limited to, any claims against Anderson News arising in connection with the involuntary petition filed against Anderson News with the U.S. Bankruptcy Court (the "Bankruptcy Court") for the District of Delaware for relief under chapter 7 of the U.S. Bankruptcy Code.

The foregoing assignment is made without representation or warranty of any kind, including, without limitation, any representation or warranty as to the enforceability or collectability of the Claim, except that Assignor does represent and warrant that (i) it owns all right, title and interest in and to the Claim and has not assigned, transferred, conveyed or encumbered such Claim; (ii) it is authorized to transfer its Claim as contemplated hereunder; and (iii) the amount of its Claim in the amount of the Claim Amount is a valid and accurate claim against Anderson News; provided, however, that notwithstanding anything herein to the contrary, Assignor shall not be liable in any way for the breach of its representations or warranties in the event that its Claim becomes subject to an objection filed with the Bankruptcy Court and all or a portion of the Claim is disallowed pursuant to an order of the Bankruptcy Court.

Assignor acknowledges that it had adequate information concerning the business and

financial condition of Anderson News and the status of the Anderson News bankruptcy case to make an informed decision regarding the assignment of the Claim and the associated obligations and has independently and without reliance upon Northshore, and based on such information as Assignor has deemed appropriate, made its own analysis and decision to enter into this Assignment of Claim. Assignor acknowledges that the assignment of the Claim by Assignor to Northshore is irrevocable, and that Assignor shall have no recourse to Northshore. Assignor acknowledges that the consideration paid pursuant hereto for the purchase of Claim may differ both in kind and amount from any payments or distributions that may ultimately be received by Northshore with respect thereto.

Effective upon receipt of the payment for the sale of the claim which payment shall be 20% of the Claim Amount (the "Cash Payment Amount"), Assignor hereby fully releases and discharges each of Northshore and Anderson News and their past and present officers, directors and employees from any and all liabilities of any kind whatsoever, known or unknown, direct or consequential, that Assignor has ever had or now has, that involve, arise from or relate to the subject matter of the debt of Anderson News to Assignor, except for the debt being transferred to Northshore.

In furtherance of the transfer and assignment herein, and without in any way intending to limit or question Northshore's absolute legal and equitable ownership of the Claim, Assignor hereby irrevocably appoints Northshore as its attorney in fact to take any and all actions in connection with the Claim as Northshore, in its absolute discretion, elects to take, including, without limitation, all actions to effectuate the assignment of the Claim from Assignor to Northshore and to collect on the Claim.

Notwithstanding anything herein to the contrary, Northshore is not assuming, and shall have no liability whatsoever for, any of Assignor's obligations or liabilities, if any, with respect

to the Claim.

This Assignment of Claim and the release contained herein shall be immediately effective upon Assignor's actual receipt of the Cash Payment Amount.

Dated:

By: _____

Title: President

Send the check on this address
D/B/A Books plus
Gunjan Patel
2026 Samantha Ln
Valrico FL 33594

ACKNOWLEDGMENT
STATEOF)
) ss.:
COUNTY OF))

BE IT REMEMBERED, that on this 17 day of December, 2009, before me, the subscriber, personally appeared Gunjan V Patel, who, being by me duly sworn on his or her oath, deposed and made proof to my satisfaction that he or she is the President of Books Plus, and the person who has signed the within instrument; and I having first made known to such person the contents thereof, he or she did acknowledge that he or she signed and delivered the same as such officer on behalf of said entity as its voluntary act and deed, made by virtue of authority from its board of directors or other governing body, for the uses and purposes therein expressed.

LINDA REYNOLDS
MY COMMISSION # DD 616375
EXPIRES: November 20, 2010
Bonded Thru Notary Public Underwriters

Linda Reynolds
Notary Public

AFFIDAVIT OF CLAIM

The undersigned hereby represents, under penalty of perjury, that the amount set opposite his/her signature is a true and correct statement of the amount owing to the undersigned, as of March 2, 2009, the date of the filing of the involuntary bankruptcy Case No. 09-10695 in United States Bankruptcy Court, District of Delaware, for all credit extended to Anderson News, LLC, and any other amounts due from Anderson News, after making such prior adjustments for credits and setoffs that may be due, a copy of such statement of account and any other supporting documents being attached hereto and made a part hereof.

Dated this 24 day of November. 2009.

AMOUNT OF CLAIM $ 27,178=55 + incentive checks.
(In U. S. Dollars)

Signature of Creditor

GUNJAN PATEL
Name of Creditor

By Books Plus.
D/B/A/ Madhuvan Inc

210 S Kings Ave unit G
Street Address

Brandon FL 33511
City, State, Zip Code

813-684-2391 Keyuri0926@yahoo.com
Phone E-Mail

Pankaj
Witness Signature

Pankaj. M. Patel
[Printed name of Witness]

RECEIVED

DEC 01 2009

BMC GROUP

Scanned: 6/10/2010-2:47:33 PM

AFFIDAVIT OF CLAIM

The undersigned hereby represents, under penalty of perjury, that the amount set opposite his/her signature is a true and correct statement of the amount owing to the undersigned, as of March 2, 2009, the date of the filing of the involuntary bankruptcy Case No. 09-10695 in United States Bankruptcy Court, District of Delaware, for all credit extended to Anderson News, LLC, and any other amounts due from Anderson News, after making such prior adjustments for credits and setoffs that may be due, a copy of such statement of account and any other supporting documents being attached hereto and made a part hereof.

Dated this 24 day of November. 2009.

AMOUNT OF CLAIM $ 27,178=55 + incentive checks.
(In U. S. Dollars)

Signature of Creditor

GUNJAN PATEL
Name of Creditor

By Books Plus.
Its Madhuvan Inc

210 S Kings Ave unit G
Street Address

Brandon FL 33511
City, State, Zip Code

813-684-2391 Kgunj0926@yahoo.com
Phone E-Mail

Pankaj
Witness Signature

Pankaj M. Patel
[Printed name of Witness]

RECEIVED

DEC 01 2009

BMC GROUP

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
34R	ASSIGNMENT OF CLAIM	2/12/10			5435.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Feb 12, 2010	1505	BOOKS PLUS		5435.71

BB&T
87-816/642

NC 1505

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Feb 12, 2010

AMOUNT
$ 5435.71

Memo:

PAY TO THE ORDER OF: Five Thousand Four Hundred Thirty-Five and 71/100 Dollars

BOOKS PLUS
210 S KINGS AVE, UNIT G
BRANDON, FL 33511
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001505⑈ ⑆064208165⑆0000116910756⑈

NC 1505

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
34R	ASSIGNMENT OF CLAIM	2/12/10			5435.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Feb 12, 2010	1505	BOOKS PLUS		5435.71

34R

NC 1505

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 5436.71

Memo:

Pay Five Thousand Four Hundred Thirty-Five and 71/100 Dollars

ROOKS FILS
240 S KRAGO AVE, UNIT G
BRANDON, FL 33511
USA

Summary of Other Vendor Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$178,421.80**

Vendor ID	VENDOR NAME	Amount Owed by Anderson News	Northshore Purchase Price for Claim
116366	BRIDGESTONE/FIRESTONE, INC.	$46,180.24	$9,236.05
999008861	CUSTOM NEWS DISPLAYS	$37,512.00	$7,502.40
194780	SOURCE INTERLINK DISTRIBUTION	$20,341.07	$4,068.21
999028057	RLW INC	$20,277.20	$4,055.44
999002792	INTERCALL	$9,940.15	$1,988.03
110194	DANKA OFFICE IMAGING	$9,344.48	$1,868.90
116356	WRIGHT EXPRESS	$5,668.62	$1,133.72
107276	PAETEC	$5,660.04	$1,132.01
117771	RUTHERFORD COUNTY CLERK	$4,312.65	$862.53
336	KNOX COUNTY CLERK	$3,077.82	$615.56
999005847	AT&T	$2,756.91	$551.38
118391	TAX TRUST ACCOUNT-ALATAX	$2,047.88	$409.58
114880	IRON MOUNTAIN RECORDS MGMT.	$1,575.89	$315.18
999018163	DELTACOM	$1,390.90	$278.18
116224	SHERIFF OF PUTNAM COUNTY	$1,334.86	$266.97
114774	GE CAPITAL	$945.40	$945.40
230	MANAGER OF REVENUE	$914.46	$914.46
112585	SC DEPARTMENT OF REVENUE	$748.72	$748.72
999021368	MEDICAL TOWER DRUG	$660.14	$660.14
111687	SPRINT	$545.48	$545.48
999018984	THE MILLER GROUP	$350.00	$350.00
999015629	CITY OF SPARKS	$285.63	$285.63
109864	AT&T	$270.69	$270.69
106385	CITY NEWS & GIFTS	$247.20	$247.20
114863	COX COMMUNICATIONS	$220.20	$220.20
999024034	HARDIN & COMPANY	$197.12	$197.12
112440	INDIANA DEPARTMENT OF REVENUE	$170.73	$170.73
110020	UNITED PARCEL SERVICE	$143.60	$143.60
61872	XNX ENTERPRISES	$130.70	$130.70
112252	AT&T	$123.55	$123.55
116036	CITY OF HUNTINGTON	$93.99	$93.99
116039	CITY OF CLARKSBURG	$86.32	$86.32
110809	CITY OF TACOMA	$82.79	$82.79
116043	CITY OF BECKLEY	$72.89	$72.89
194881	AQUA PURE WATER SYSTEMS LLC	$71.71	$71.71
999025531	B&R STORES, INC.	$63.60	$63.60
116040	CITY OF PARKERSBURG	$61.83	$61.83
	AT & T	$59.56	$59.56
61656	BOARD OF EQUALIZATION	$54.00	$54.00
115988	CINTAS CORPORATION	$51.87	$51.87
194923	RENO-TAHOE AIRPORT AUTHORITY	$50.00	$50.00
	VIRGINIA DEPARTMENT OF TAXATION	$45.65	$45.65
116041	CITY OF VIENNA	$37.18	$37.18
	CLARKSVILLE DISPOSAL, LLC	$34.38	$34.38
118543	KEN'S EXTERMINATING COMPANY	$34.00	$34.00

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Summary of Other Vendor Claims Owed by Anderson News

Total Amount Owed by Anderson News: **$178,421.80**

Vendor ID	VENDOR NAME	Amount Owed by Anderson News	Northshore Purchase Price for Claim
116042	CITY OF POINT PLEASANT	$32.54	$32.54
999011927	CITY OF PANAMA CITY	$31.13	$31.13
999019026	CITY OF GLENDALE	$25.00	$25.00
999005303	OFFICE DEPOT, INC	$24.12	$24.12
999020147	DUN & BRADSTREET	$20.00	$20.00
115735	OHIO TREASURER OF STATE	$10.93	$10.93
999002186	CITY OF KIRKSVILLE	$3.98	$3.98
	Total Amount Owed by Anderson News =	**$178,421.80**	$41,285.23

NORTHSHORE CAPITAL, LLC NC 1325

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
23G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			9236.05

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1325	BRIDGESTONE/FIRESTONE, INC.		9236.05

BB&T
87-816/642

NC 1325

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 9236.05

Memo:

PAY TO THE ORDER OF: Nine Thousand Two Hundred Thirty-Six and 05/100 Dollars

BRIDGESTONE/FIRESTONE, INC.
23715 NETWORK PLACE
CHICAGO, IL 60673-1657
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back

⑈001325⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC NC 1325

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
23G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			9236.05

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1325	BRIDGESTONE/FIRESTONE, INC		9236.05

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

05/0

NORTHSHORE CAPITAL, LLC
P. O. BOX 5250
KNOXVILLE, TN 37950

BRAT

NC 1325

DATE
Dec 28, 2009

AMOUNT
$ 9236.05

Memo:

PAY TO THE ORDER OF: Nine Thousand Two Hundred Thirty-Six and 05/100 Dollars

BRIDGESTONE/FIRESTONE, INC.
03715 NETWORK PLACE
CHICAGO IL 60673-1037
USA

VOID AFTER 90 DAYS
SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001325⑈ ⑆064208165⑆0000316910758⑈ /0000923605/

239

JPMORGANCHASE BK
122000 2074609867
10713345 00237
00981439 183

NMD
ALL
RSVD
12013

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
47G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			7502.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1336	CUSTOM NEWS DISPLAYS		7502.40

NC 1336

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 7502.40

Memo:

PA Seven Thousand Five Hundred Two and 40/100 Dollars
T
OR
OF:

CUSTOM NEWS DISPLAYS
P.O. BOX 126
NEWALLA, OK 74857
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001336⑈ ⑆064208165⑆0000116910756⑈

NC 1336

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
47G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			7502.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1336	CUSTOM NEWS DISPLAYS		7502.40

NORTHSHORE CAPITAL, LLC

NC 1336

479

NC 1408

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
119G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4068.21

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1408	SOURCE INTERLINK DISTRIBUTION		4068.21

BB&T
87-816/642

NC 1408

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 4068.21

Memo:

PAY TO THE ORDER OF: Four Thousand Sixty-Eight and 21/100 Dollars

SOURCE INTERLINK DISTRIBUTION
75 REMITTANCE DR., STE 6427
CHICAGO, IL 60675-6427
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001408⑈ ⑆064208165⑆00001169107 56⑈

NC 1408

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
119G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4068.21

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1408	SOURCE INTERLINK DISTRIBUTION		4068.21

NC 1408

NORTHSHORE CAPITAL, LLC
P. O. BOX 3309
KNOXVILLE, TN 37900

DATE
Dec 23, 2009

AMOUNT
$ 4068.21

Memo

PAY TO THE ORDER OF Four Thousand Sixty-Eight and 21/100 Dollars

COLROS INTERLINK DISTRIBUTION
75 REMITTANCE DR., STE 6427
CHICAGO, IL 60675-6427
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈051408⑈ ⑆064208165⑆000061169 10756⑈ ⑈0000406821⑈

DO NOT DETACH DEPOSIT RECEIPT BELOW

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NC 1401

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
111G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4055.44

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1401	RLW INC		4055.44

NC 1401

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 4055.44

Memo:

PAY TO THE ORDER OF: Four Thousand Fifty-Five and 44/100 Dollars

RLW INC
6325 HARRISON DRIVE, STE. 1
LAS VEGAS, NV 89120
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001401⑈ ⑆064208165⑆00001169107 56⑈

NC 1401

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
111G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			4055.44

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1401	RLW INC		4055.44

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LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

1113

NORTHSHORE CAPITAL, LLC

NO 1401

$ 4055.44

PLAN INC
6725 HARRIGAN DRIVE, STE 1
LAS VEGAS, NV
USA

Bankcard Center 1202482052 9617762990 12/31/2099

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
74G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1988.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1363	INTERCALL		1988.03

NC 1363

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1988.03

Memo:

PAY One Thousand Nine Hundred Eighty-Eight and 03/100 Dollars
TO THE ORDER OF:

INTERCALL
PO BOX 403749
ATLANTA, GA 30384-3749
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001363⑈ ⑆064208165⑆0000116910756⑈

NC 1363

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
74G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1988.03

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1363	INTERCALL		1988.03

749

NC 1363

NORTHSHORE CAPITAL, LLC

DATE
Dec 23, 2009

AMOUNT
$ 1988.03

Memo:

PAY TO THE ORDER OF: One Thousand Nine Hundred Eighty-Eight and 03/100 Dollars

INTERCALL
PO BOX 403749
ATLANTA, GA 30384-3749
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $500

⑈001363⑈ ⑆064208165⑆0000116910750⑈

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
49G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1868.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1337	DANKA OFFICE IMAGING		1868.90

NC 1337

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1868.90

Memo:

PAY TO THE ORDER OF: One Thousand Eight Hundred Sixty-Eight and 90/100 Dollars

DANKA OFFICE IMAGING
4388 COLLECTIONS CENTER DR.
CHICAGO, IL 60693
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001337⑈ ⑆064208165⑆0000116910756⑈

NC 1337

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
49G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1868.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1337	DANKA OFFICE IMAGING		1868.90

NO 1387

NORTHSHORE CAPITAL, LLC

$ 1,969.50

Five Thousand Eight Hundred Sixty-Eight and 50/100 Dollars

499

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
140G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1133.72

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1420	WRIGHT EXPRESS		1133.72

NC 1420

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1133.72

Memo:

PAY One Thousand One Hundred Thirty-Three and 72/100 Dollars
THE
ER

Or: WRIGHT EXPRESS
FLEET FUELING
P.O. BOX 6293
CAROL STREAM, IL 60197-6293
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

MP
AUTHORIZED SIGNATURE

⑈001420⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1420

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
140G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1133.72

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1420	WRIGHT EXPRESS		1133.72

NO 1420

NORTHSHORE CAPITAL, LLC

DATE

$ 1133.72

WRIGHT EXPRESS
FLEET FUELING
P.O. BOX 6290

1409

Scanned: 6/10/2010-2:47:43 PM

NC 1391

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
99G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1132.01

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1391	PAETEC		1132.01

BB&T
87-816/642

NC 1391

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 1132.01

Memo:

PAY One Thousand One Hundred Thirty-Two and 01/100 Dollars
TO THE ORDER OF

PAETEC
PO BOX 1317
BUFFALO, NY 14240-1317
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001391⑈ ⑆064208165⑆0000116910756⑈

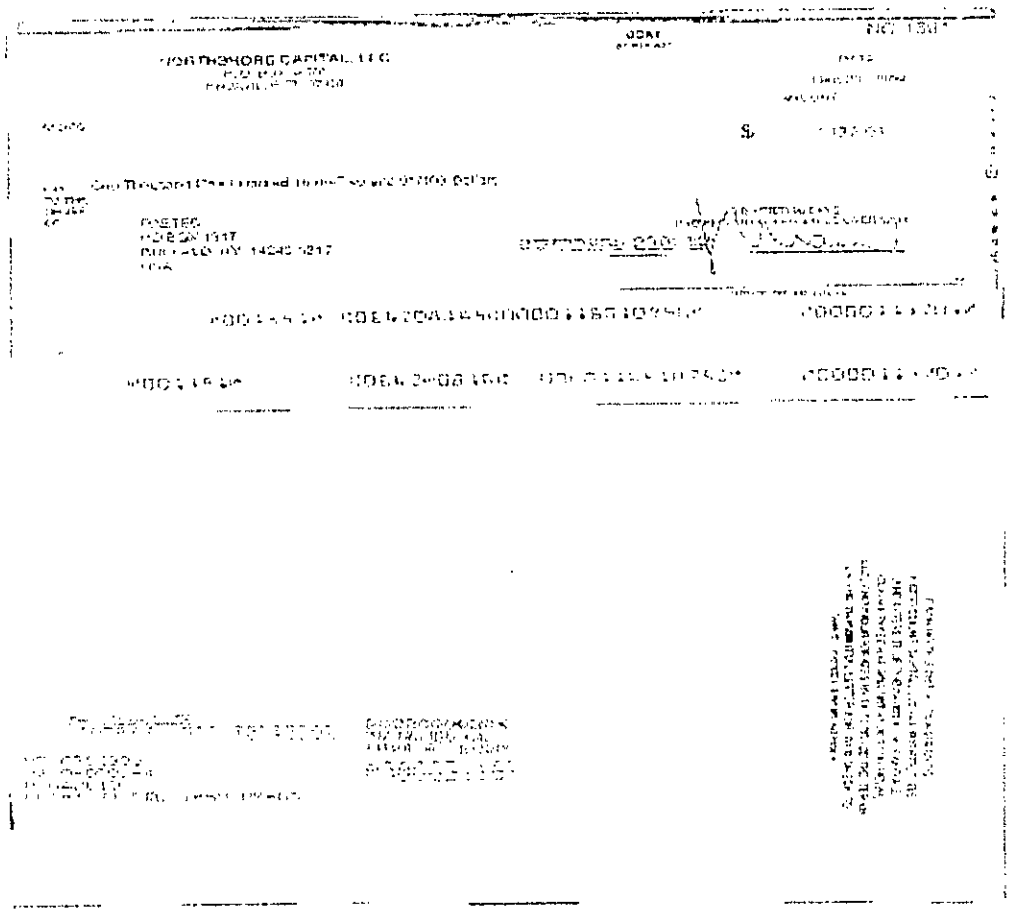
NC 1391

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
99G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			1132.01

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1391	PAETEC		1132.01

999



NC 1402

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
112G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			862.53

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1402	RUTHERFORD COUNTY CLERK		862.53

BB&T
87-816/642

NC 1402

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 862.53

Memo:

PAY TO THE ORDER OF: Eight Hundred Sixty-Two and 53/100 Dollars

RUTHERFORD COUNTY CLERK
319 NORTH MAPLE ST, STE 121
MURFREESBORO, TN 37130
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

⑈001402⑈ ⑆064208165⑆00001169107 56⑈

NC 1402

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
112G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			862.53

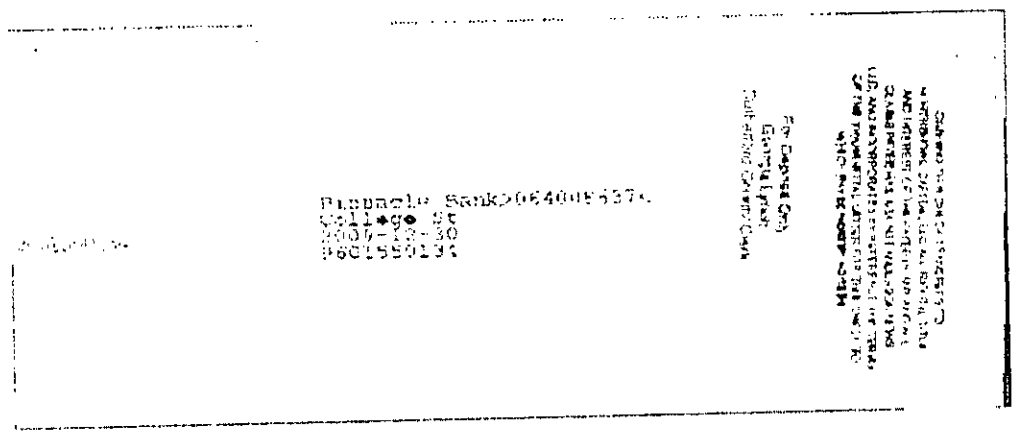
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1402	RUTHERFORD COUNTY CLERK		862.53

NO. 1402

NORTHSHORE CAPITAL, LLC

$ 602.53

1129



NORTHSHORE CAPITAL, LLC

NC 1371

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
81G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			615.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1371	KNOX COUNTY CLERK		615.56

BB&T
87-816/642

NC 1371

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 615.56

Memo:

PAY TO THE ORDER OF: Six Hundred Fifteen and 56/100 Dollars

KNOX COUNTY CLERK
P.O. BOX 1566
KNOXVILLE, TN 37901-1566
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included. Details on Back.

⑈001371⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1371

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
81G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			615.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1371	KNOX COUNTY CLERK		615.56

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LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

NORTHSHORE CAPITAL, LLC
P.O. BOX 40550
KNOXVILLE, TN 37950

BUAT

NC 1371

PP2231

DATE
Dec 24, 2009

AMOUNT
$ 615.56

Memo:

PAY TO THE ORDER OF: Six Hundred Fifteen and 56/100 Dollars

KNOX COUNTY CLERK
P.O. BOX 1568
KNOXVILLE, TN 37901-1568
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001371⑈ ⑆064206⑆ 0500000110910756⑈

819

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN THE PROPERTY DESCRIBED BELOW AND ALL CLAIMS AGAINST THE PAYEE RELATED THERETO. ETC. AND HOLD HARMLESS AND INDEMNIFY NORTHSHORE CAPITAL LLC AGAINST ANY AND ALL CLAIMS RELATED THERETO. IF THE TRANSFER LETTER FOR THIS CHECK DOES NOT ID WITH KNOX COUNTY CLERK
Clerk's Acct # 5008531

PAY TO THE ORDER OF:
FIRST TENNESSEE BANK
KNOXVILLE, TENNESSEE
FOR DEPOSIT ONLY
KNOX COUNTY CLERK
Clerk's Acct # 5008531

NORTHSHORE CAPITAL, LLC

NC 1322

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
13G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			551.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1322	AT&T		551.38

BB&T
87-816/642

NC 1322

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT

$ 551.38

Memo:

PAY TO THE ORDER OF: Five Hundred Fifty-One and 38/100 Dollars

AT&T
P.O. BOX 105262
ATLANTA, GA 30348-5262
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001322⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1322

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
13G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			551.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1322	AT&T		551.38

NORTHSHORE CAPITAL, LLC

© KM

DATE

Memo

$

ATLANTA, GA

USA

13G

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
125G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			409.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1410	TAX TRUST ACCOUNT-ALATAX		409.58

BB&T
87-816/642

NC 1410

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 409.58

Memo:

PAY TO THE ORDER OF: Four Hundred Nine and 58/100 Dollars

TAX TRUST ACCOUNT-ALATAX
BUSINESS LICENSE DEPT:
PO BOX 830725
BIRMINGHAM, AL 35283
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Security Features Included Details on Back.

⑈001410⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1410

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
125G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			409.58

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1410	TAX TRUST ACCOUNT-ALATAX		409.58

NC 1410

NORTHSHORE CAPITAL LLC

DATE

$ 400.00

1259

TAX FOUR ACCOUNT-ALATAX
BUSINESS LICENSE DEPT
BIRMINGHAM, AL 35205

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
75G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			315.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1364	IRON MOUNTAIN RECORDS MGMT.		315.18

NC 1364

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 315.18

Memo:

PAY Three Hundred Fifteen and 18/100 Dollars
TO
THE
ORDER
OF:

IRON MOUNTAIN RECORDS MGMT.
PO BOX 915004
DALLAS, TX 75391-5004
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

Compatible Envelope Included - Details on Back.

⑈001364⑈ ⑆064208165⑆0000116910756⑈

NC 1364

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
75G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			315.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1364	IRON MOUNTAIN RECORDS MGMT.		315.18

759

NC 1364

NORTHSHORE CAPITAL, LLC

DATE
Dec 23, 2009

AMOUNT
$ 315.18

Memo:

PAY TO THE ORDER OF: Three Hundred Fifteen and 18/100 Dollars

IRON MOUNTAIN RECORDS MGMT.
PO BOX 915004
DALLAS, TX 75391-5004
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

⑈001364⑈ ⑆064200465⑆0000116710756⑈ ⑇0000031518.⑇

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122240
14959932
00963071 107

NMD
ALL
RDVD

NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
50G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			278.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1339	DELTACOM		278.18

NC 1339

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 278.18

Memo:

PA Two Hundred Seventy-Eight and 18/100 Dollars
T
ORDER
OF:

DELTACOM
P. O. BOX 740597
ATLANTA, GA 30374-0597
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001339⑈ ⑆064208165⑆0000116910756⑈

NC 1339

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
50G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			278.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1339	DELTACOM		278.18

NORTHSHORE CAPITAL, LLC

USA

509

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
118G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			266.97

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1407	SHERIFF OF PUTNAM COUNTY		266.97

BB&T
87-816/642

NC 1407

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 23, 2009

AMOUNT
$ 266.97

Memo:

Two Hundred Sixty-Six and 97/100 Dollars

ORDER OF:
SHERIFF OF PUTNAM COUNTY
3389 WINFIELD ROAD
WINFIELD, WV 25213
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001407⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1407

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
118G	DUE TO/(FROM) ANDERSON NEWS	12/23/09			266.97

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 23, 2009	1407	SHERIFF OF PUTNAM COUNTY		266.97

NO 1407

NORTHSHORE CAPITAL LLC

DATE

ACCOUNT

SHERIFF OF PUTNAM COUNTY

1293 WINFIELD ROAD

WINFIELD, WV

USA

SIGNATURE

SHERIFF OF PUTNAM COUNTY

UNDISTRIBUTED FAX ACCOUNT

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
64G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			945.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1256	GE CAPITAL		945.40

BB&T
87-816/642

NC 1256

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 945.40

Memo:

PAY TO Nine Hundred Forty-Five and 40/100 Dollars

GE CAPITAL
P.O. BOX 740434
ATLANTA, GA 30374-0434
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001256⑈ ⑆064208165⑆0000116910756⑈

NC 1256

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
64G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			945.40

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1256	GE CAPITAL		945.40

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649

NC 1256

NORTHSHORE CAPITAL, LLC
P.O. BOX 52870
KNOXVILLE, TN 37950

DATE
Dec 21, 2000

AMOUNT

Memo:

$ 945.40

PAY TO THE ORDER OF: Nine Hundred Forty-Five and 40/100 Dollars

GE CAPITAL
P.O. BOX 740434
ATLANTA, GA 30374-0434
USA

(VOID AFTER 10 DAYS)
SIGNATURE REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001256⑈ ⑆064208165⑆000011693075 6⑈

DRFT. TO ORD. FAYEE
ADD. OF ENG. BILL

CANCELLED TRANSFER TO
NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE
BY INTEREST IN THE PAYEE NAME ALL
OF THE DISCOUNTED BY HOLDER THE TERMS
OF THE TRANSACTION LISTED FOR THIS CHECK ID
VALID FOR FIFTEEN DAYS

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
85G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			914.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1262	MANAGER OF REVENUE		914.46

NC 1262

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 914.46

Memo:

PAY TO THE ORDER OF Nine Hundred Fourteen and 46/100 Dollars

MANAGER OF REVENUE
CITY AND COUNTY OF DENVER
PO BOX 17430
DENVER, CO 80217-0430
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001262⑈ ⑆064208165⑆0000116910756⑈

NC 1262

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
85G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			914.46

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1262	MANAGER OF REVENUE		914.46

NORTHSHORE CAPITAL, LLC

NK 1262

Dec 21, 2009

$ 914.48

174304

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
116G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			748.72

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1281	SC DEPARTMENT OF REVENUE		748.72

NC 1281

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 748.72

Memo:

Seven Hundred Forty-Eight and 72/100 Dollars

OF:
SC DEPARTMENT OF REVENUE
SALES TAX RETURN
COLUMBIA, SC 29214-0101
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001281⑈ ⑆064208165⑆0000116910756⑈

NC 1281

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
116G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			748.72

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1281	SC DEPARTMENT OF REVENUE		748.72

NORTHSHORE CAPITAL, LLC

NC 1291

DATE

$

DEPARTMENT OF REVENUE

1169

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
88G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			660.14

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1264	MEDICAL TOWER DRUG		660.14

NC 1264

BB&T
87-616/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 660.14

Memo:

PAY TO THE ORDER OF Six Hundred Sixty and 14/100 Dollars

MEDICAL TOWER DRUG
9601 LILE DR.
SUITE 109
LITTLE ROCK, AR 72205
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001264⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1264

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
88G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			660.14

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1264	MEDICAL TOWER DRUG		660.14

NORTHSHORE CAPITAL, LLC

NO. 1264

$ 680.14

MEDICAL TOWER DRUG

886

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
121G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			545.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1285	SPRINT		545.48

BB&T
87-816/642

NC 1285

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 21, 2009

AMOUNT
$ 545.48

Memo:

PAY Five Hundred Forty-Five and 48/100 Dollars

OF: SPRINT
P.O. BOX 4181
CAROL STREAM, IL 60197-4181
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001285⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1285

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
121G	DUE TO/(FROM) ANDERSON NEWS	12/16/09			545.48

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 21, 2009	1285	SPRINT		545.48

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NORTHSHORE CAPITAL, LLC

DATE

$ 345.46

12/9

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
126G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			350.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1216	THE MILLER GROUP		350.00

BB&T
67-816/642

NC 1216

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 350.00

Memo:

PAY Three Hundred Fifty and 00/100 Dollars

THE MILLER GROUP
MULTIPLEX DIVISION
P.O. BOX 79650
BALTIMORE, MD 21279-0650
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001216⑈ ⑆064208165⑆0000116910756⑈

NC 1216

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
126G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			350.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1216	THE MILLER GROUP		350.00

NC 1216

NORTHSHORE CAPITAL, LLC
P.O. BOX 82570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 350.00

1269

Misc

PAY Three Hundred Fifty and 00/100 Dollars
TO THE ORDER OF:

THE MILLER GROUP
MULTIPLEX DIVISION
P.O. BOX 73650
BALTIMORE, MD 21279-0050
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $5,000

⑆001213⑈ ⑆064208163⑈0000011691075⑆ ⑈0000035000⑈

CREDIT TO WITHIN NAMED PAYEE
LOCK OF CHK STD STATEMENT BOX

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
37G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			285.63

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1197	CITY OF SPARKS		285.63

BB&T
87-816/642

NC 1197

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 285.63

Memo:

PAY Two Hundred Eighty-Five and 63/100 Dollars

OF: CITY OF SPARKS
431 PRATER WAY
P.O. BOX 857
SPARKS, NV 89432-0857
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

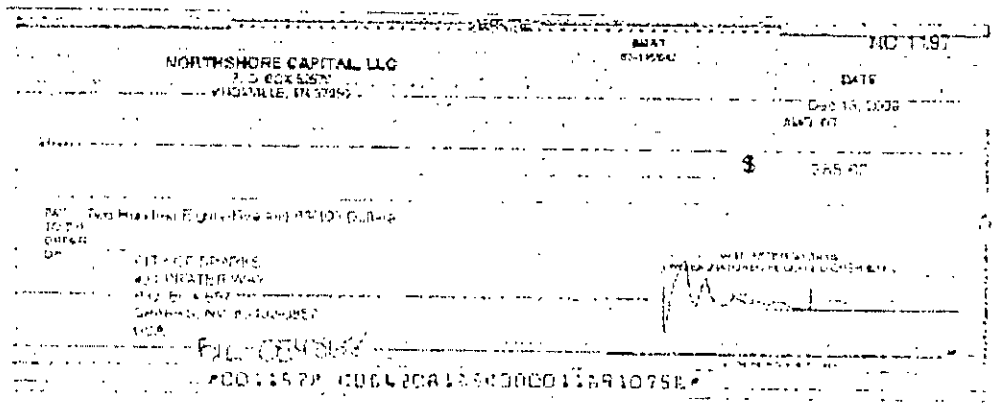
⑈001197⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

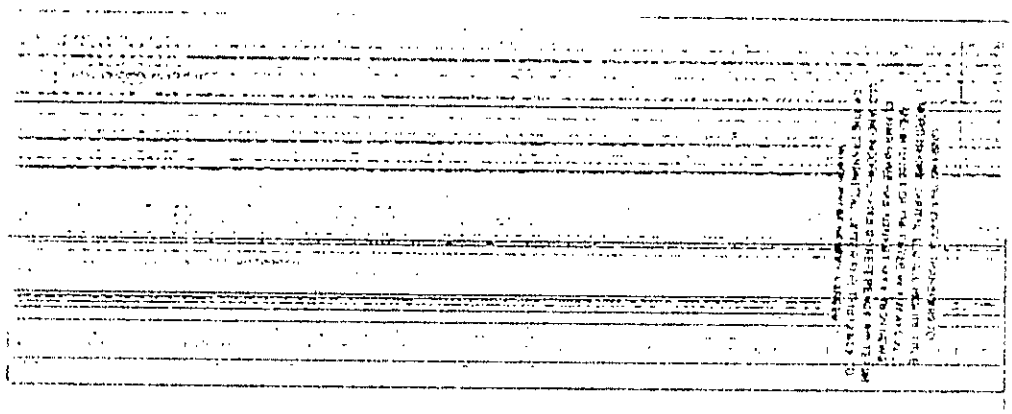
NC 1197

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
37G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			285.63

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1197	CITY OF SPARKS		285.63



376



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REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
14G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			270.69

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1179	AT&T		270.69

BB&T
87-816/642

NC 1179

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 270.69

Memo:

PAY TO THE Two Hundred Seventy and 69/100 Dollars

AT&T
PO BOX 13148
NEWWARK, NJ 07101-5648
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001179⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1179

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
14G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			270.69

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1179	AT&T		270.69

149

NORTHSHORE CAPITAL, LLC

AT&T

$

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
25G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			247.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1185	CITY NEWS & GIFTS		247.20

BB&T
87-816/642

NC 1185

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 247.20

Memo:

PAY Two Hundred Forty-Seven and 20/100 Dollars

OF: CITY NEWS & GIFTS
950 NORTH STAFFORD SOUTH
ARLINGTON, VA 22203
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001185⑈ ⑆064208165⑆0000116910756⑈

NC 1185

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
25G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			247.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1185	CITY NEWS & GIFTS		247.20

NORTHSHORE CAPITAL, LLC
P.O. BOX [illegible]
KNOXVILLE, TN [illegible]

EBAT

NO 1185

DATE
Dec 15, 2009

AMOUNT
$ 247.20

PAY TO THE ORDER OF
CITY NEWS SERVICE
860 NORTH STAFFORD SOUTH
ARLINGTON, VA 22203
USA

Two Hundred Forty-Seven and 20/100 Dollars

VOID AFTER 90 DAYS

⑈001185⑈ ⑆061208165⑈0000016910756⑈

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
46G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			220.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1203	COX COMMUNICATIONS		220.20

BB&T
87-818/642

NC 1203

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 220.20

Memo:

PAY TO THE Two Hundred Twenty and 20/100 Dollars

COX COMMUNICATIONS
PO BOX 21380
TULSA, OK 74121-1380
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001203⑈ ⑆064208165⑆0000116910756⑈

NC 1203

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
46G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			220.20

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1203	COX COMMUNICATIONS		220.20

NORTHSHORE CAPITAL, LLC
P.O. BOX 6570
KNOXVILLE, TN 37914

NC 1203

DATE
Dec 15, 2009

AMOUNT
$ 220.20

Memo:

PAY Two Hundred Twenty and 20/100 Dollars
TO THE ORDER OF
COX COMMUNICATIONS
P O BOX 21350
TULSA, OK 74121-1350
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $5,000

001203 0004208165:0000115910756* *0000002 20 20*

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NORTHSHORE CAPITAL, LLC

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
69G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			197.12

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1206	HARDIN & COMPANY		197.12

BB&T
87-816/642

NC 1206

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 197.12

Memo:

PAY One Hundred Ninety-Seven and 12/100 Dollars

TO THE ORDER OF:
HARDIN & COMPANY
P.O. BOX 69
GADSDEN, AL 35902
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001206⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1206

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
69G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			197.12

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1206	HARDIN & COMPANY		197.12

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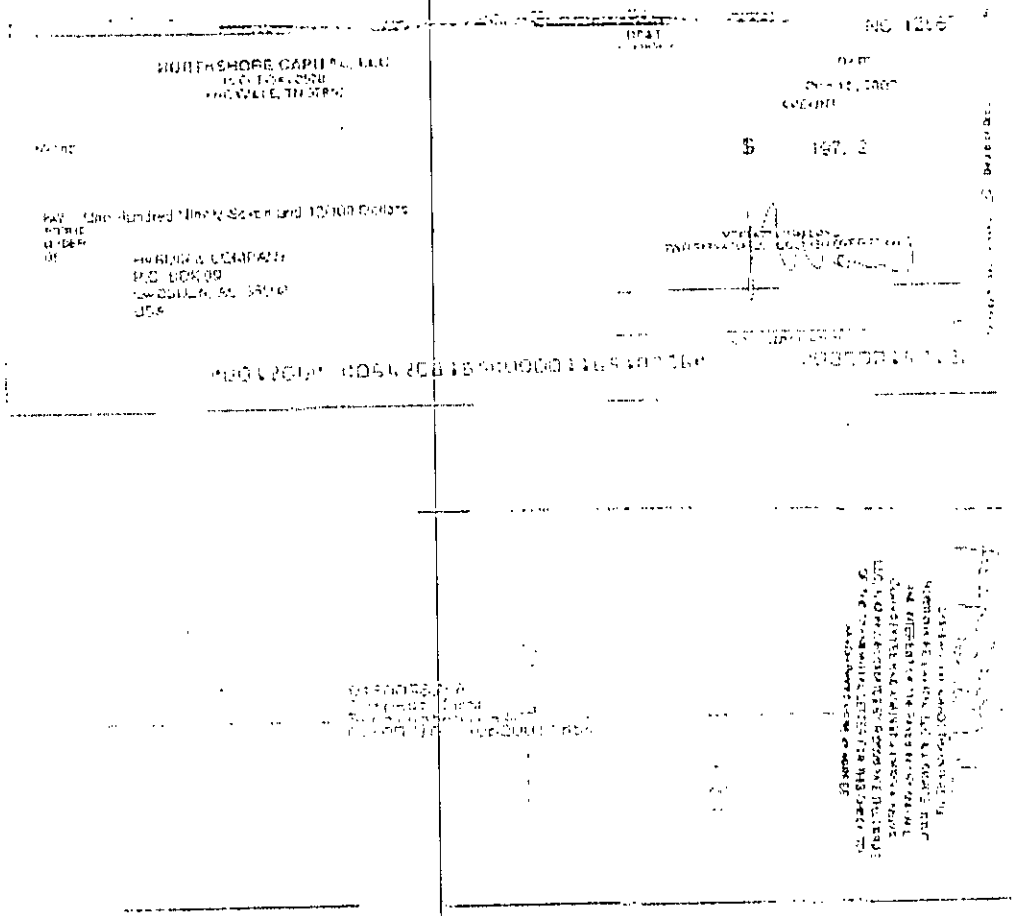


696

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
73G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			170.73

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1208	INDIANA DEPARTMENT OF REVENUE		170.73

BB&T
87-616/642

NC 1208

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 170.73

Memo:

PAY TO THE ORDER OF One Hundred Seventy and 73/100 Dollars

INDIANA DEPARTMENT OF REVENUE
COLLECTION DIVISION
P.O. BOX 1924
INDIANAPOLIS, IN 46206
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001208⑈ ⑆064208165⑆00001169107 56⑈

NC 1208

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
73G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			170.73

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1208	INDIANA DEPARTMENT OF REVENUE		170.73

NORTHSHORE CAPITAL, LLC

DATE

739

INDIANA DEPARTMENT OF REVENUE
COLLECTION DIVISION
P.O. BOX 1824
INDIANAPOLIS IN 46206
USA

INDIANA DEPARTMENT
OF REVENUE

FOR DEPOSIT ONLY

ANY BANK OR TRUST COMPANY

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
133G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			143.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1219	UNITED PARCEL SERVICE		143.60

BB&T
87-816/642

NC 1219

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 143.60

Memo:

PAY TO THE ORDER OF One Hundred Forty-Three and 60/100 Dollars

UNITED PARCEL SERVICE
LOCKBOX 577
CAROL STREAM, IL 60132 0577
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001219⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1219

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
133G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			143.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1219	UNITED PARCEL SERVICE		143.60

LAP98 COMPATIBLE ENVELOPE - CE15 / CE158

07105

NORTHSHORE CAPITAL, LLC

DATE

$ 143.60

UNITED PARCEL SERVICE
LOCKBOX 577
CAROL STREAM, IL 60132-0577
USA

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
141G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			130.70

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1221	XNX ENTERPRISES		130.70

NC 1221

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 130.70

Memo:

PAY One Hundred Thirty and 70/100 Dollars

XNX ENTERPRISES
3553 S. SEELEY AVE.
CHICAGO, IL 60609
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001221⑈ ⑆064208165⑆0000116910756⑈

NC 1221

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
141G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			130.70

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1221	XNX ENTERPRISES		130.70

1449

NORTHSHORE CAPITAL, LLC

$ 12,670

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			123.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1178	AT&T		123.55

BB&T
87-816/642

NC 1178

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 123.55

Memo:

PAY TO THE One Hundred Twenty-Three and 55/100 Dollars

AT&T
P.O. BOX 8100
AURORA, IL 60507-8100
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

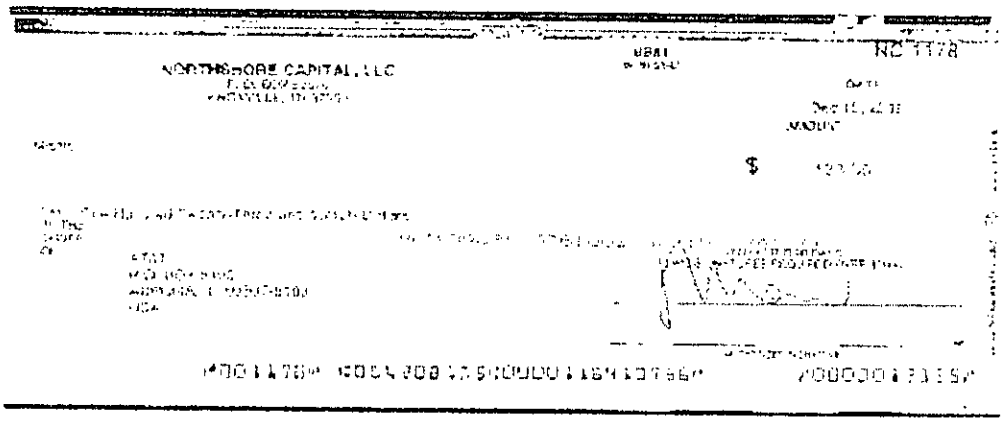
⑈001178⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

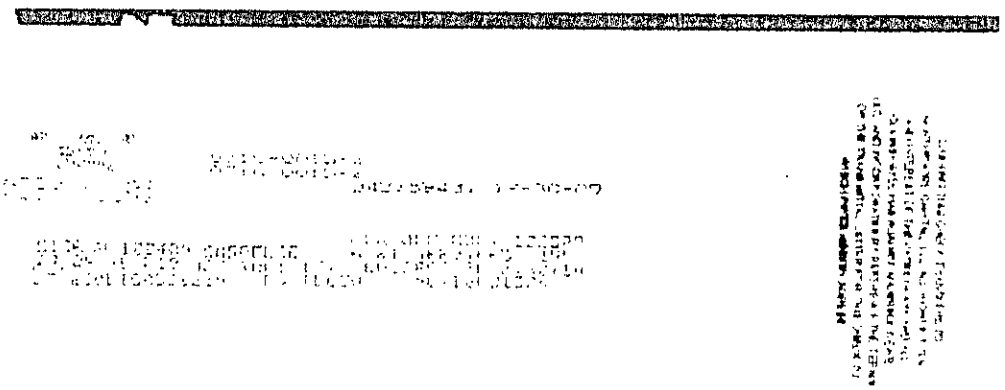
NC 1178

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
15G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			123.55

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1178	AT&T		123.55



159



NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
32G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			93.99

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1192	CITY OF HUNTINGTON		93.99

BB&T
87-816/642

NC 1192

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 93.99

Memo:

PAY Ninety-Three and 99/100 Dollars

OF: CITY OF HUNTINGTON
P.O. BOX 1659
HUNTINGTON, WV 25717-1659
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001192⑈ ⑆064208165⑆0000116910756⑈

NC 1192

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
32G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			93.99

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1192	CITY OF HUNTINGTON		93.99

329

NORTHSHORE CAPITAL, LLC

NO 1162

DATE

$

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
29G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			86.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1189	CITY OF CLARKSBURG		86.32

BB&T
87-816/642

NC 1189

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 86.32

Memo:

PAY Eighty-Six and 32/100 Dollars
THE

CITY OF CLARKSBURG
OFFICE OF DIR. OF FINANCE
222 WEST MAIN STREET
CLARKSBURG, WV 26301
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001189⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1189

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
29G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			86.32

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1189	CITY OF CLARKSBURG		86.32

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 85.32

CITY OF CLARKSBURG

249

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
38G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			82.79

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1198	CITY OF TACOMA		82.79

BB&T
87-816/642

NC 1198

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 82.79

Memo:

PAY Eighty-Two and 79/100 Dollars

CITY OF TACOMA
DEPT OF FIN., TAX AND LICENSE
P.O. BOX 11640
TACOMA, WA 98411-6640
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001198⑈ ⑆064208165⑆0000116910756⑈

NC 1198

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
38G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			82.79

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1198	CITY OF TACOMA		82.79

NORTHSHORE CAPITAL, LLC

DATE

$

CITY OF TACOMA
DEPT OF FIN, TAX AND LICENSE
P.O. BOX 11640
TACOMA WA 98411-0640
USA

386

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
26G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			72.89

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1187	CITY OF BECKLEY		72.89

BB&T
67-816/642

NC 1187

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 72.89

Memo:

PAY TO THE Seventy-Two and 89/100 Dollars

CITY OF BECKLEY
P.O. BOX 2514
OFFICE OF CITY RECORDER
BECKLEY, WV 25802-2514
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001187⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1187

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
26G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			72.89

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1187	CITY OF BECKLEY		72.89

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15S

07105

NORTHSHORE CAPITAL, LLC
P.O. BOX 53550
KNOXVILLE, TN 37950

NC 1167

DATE
Oct 15, 2008

AMOUNT
$ 72.50

26 G

OFFICE OF CITY RECORDER

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REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
11G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			71.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1176	AQUA PURE WATER SYSTEMS LLC		71.71

BB&T
87-816/642

NC 1176

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 71.71

Memo:

PAY TO THE ORDER OF Seventy-One and 71/100 Dollars

AQUA PURE WATER SYSTEMS LLC
10615-B LEXINGTON DR
KNOXVILLE, TN 37932
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001176⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1176

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
11G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			71.71

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1176	AQUA PURE WATER SYSTEMS LLC		71.71

NORTHSHORE CAPITAL, LLC

NO. 1176

119

AQUAPURE WATER SYSTEMS, LLC

⑈001176⑈ ⑆064204185⑆0000011569 3756⑈

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
16G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			63.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1180	B&R STORES, INC.		63.60

BB&T
87-816/642

NC 1180

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 63.60

Memo:

PAY Sixty-Three and 60/100 Dollars

TO THE ORDER OF
B&R STORES, INC.
4554 'W' STREET
ATTN: MERLE FAUBEL
LINCOLN, NE 68505
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001180⑈ ⑆064208165⑆00001169 10756⑈

NORTHSHORE CAPITAL, LLC

NC 1180

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
16G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			63.60

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1180	B&R STORES, INC.		63.60

NC 1180

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

B&AT

DATE
Dec 15, 2009

Memo:

AMOUNT
$ 63.00

PAY Sixty-Three and 00/100 Dollars
TO THE ORDER OF

B&R STORES, INC
4554 W STREET
ATTN: MERLE FAUSEL
LINCOLN, NE 68505
USA

VOID AFTER 90 DAYS

⑈001180⑈ ⑆064208155⑆0000116910756⑈

169

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REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
35G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			61.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1194	CITY OF PARKERSBURG		61.83

BB&T
87-816/642

NC 1194

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 61.83

Memo:

PAY THE ORDER OF Sixty-One and 83/100 Dollars

CITY OF PARKERSBURG
P.O. BOX 1627
BUSINESS & OCCUPATION TAX OFF.
PARKERSBURG, WV 26102
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001194⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1194

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
35G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			61.83

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1194	CITY OF PARKERSBURG		61.83

NORTHSHORE CAPITAL LLC

DATE

$

359

CITY OF PARKERSBURG
P.O. BOX 1627
BUSINESS & OCCUPATION TAX OFF
PARKERSBURG, WV 26102
USA

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			59.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1177	AT & T		59.56

BB&T
87-816/642

NC 1177

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 59.56

Memo:

PAY Fifty-Nine and 56/100 Dollars

AT & T
PO BOX 5001
CAROL STREAM, IL 60197-5001
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001177⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1177

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			59.56

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1177	AT & T		59.56

BB&T

NORTHSHORE CAPITAL, LLC

DATE

$ 99.00

AT&T

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
20G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			54.0(

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1182	BOARD OF EQUALIZATION		54.00

BB&T
87-616/642

NC 1182

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 54.00

Memo:

PAY TO THE R Fifty-Four and 00/100 Dollars

BOARD OF EQUALIZATION
CASHIER UNIT
P.O. BOX 942879
SACRAMENTO, CA 94279 0013
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001182⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1182

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
20G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			54.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1182	BOARD OF EQUALIZATION		54.00

LAP98 COMPATIBLE ENVELOPE - CE15 / CE15B

209

NORTHSHORE CAPITAL, LLC

NC 1151

Dec 15, 2009

$ 54.00

Fifty-Four and 00/100 Dollars

BOARD OF EQUALIZATION
CASHIER UNIT
P.O. BOX 942879
SACRAMENTO, CA 94279-0010
USA

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
24G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			51.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1184	CINTAS CORPORATION		51.87

BB&T
87-816/642

NC 1184

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 51.87

Memo:

PAY THE Fifty-One and 87/100 Dollars

CINTAS CORPORATION
3400 BRILEY PARK BLVD. N
NASHVILLE, TN 37207-2300
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001184⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1184

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
24G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			51.87

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1184	CINTAS CORPORATION		51.87

BB&T

NC 1184

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 51.87

Memo:

PAY Fifty-One and 87/100 Dollars
TO THE ORDER OF:

CINTAS CORPORATION
3400 BRILEY PARK BLVD. N
NASHVILLE, TN 37207-2306
USA

VOID AFTER 90 DAYS

⑆001184⑈ ⑆064208165⑆0000116910756⑈ ⑈0000005187⑈

2149

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE ISSUER IN ANY AND ALL CLAIMS PAYED HEREUNDER AND THE ASSIGNOR HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS OF THE TRANSMITTAL LETTER FOR THE CHECK TO WHICH ANY DISPUTE HEREBY ARISES.

Total Amount of Payment
$ 51.87

Total Amount Claimed
$ 51.87

BB&T BANK 12/29/09
FEMA ID 0016A0001
0020000194
2000092080

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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
110G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			50.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1214	RENO-TAHOE AIRPORT AUTHORITY		50.00

BB&T
67-816/642

NC 1214

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 50.00

Memo:

PAY Fifty and 00/100 Dollars
THE
R
OF

RENO-TAHOE AIRPORT AUTHORITY
PO BOX 12490
RENO, NV 89510
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001214⑈ ⑆064208165⑆00001169107 56⑈

NORTHSHORE CAPITAL, LLC

NC 1214

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
110G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			50.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1214	RENO-TAHOE AIRPORT AUTHORITY		50.00

110G

NC 1214

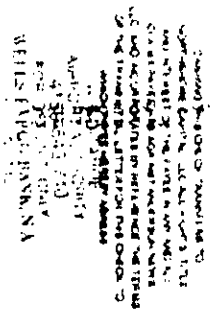
NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$ 50.00

RENO TAHOE AIRPORT AUTHORITY
PO BOX 12490
RENO NV 89510
USA



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NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
136G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			45.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1220	VIRGINIA DEPARTMENT OF TAXATION		45.65

BB&T
67-616/642

NC 1220

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 45.65

Memo:

PAY TO THE ORDER OF Forty-Five and 65/100 Dollars

VIRGINIA DEPARTMENT OF TAXATION
P.O. BOX 1777
RICHMOND, VA 23218-1777
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001220⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1220

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
136G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			45.65

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1220	VIRGINIA DEPARTMENT OF TAXATION		45.65

136g

NORTHSHORE CAPITAL, LLC

$ 46.55

VIRGINIA DEPARTMENT OF TAXATION

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
39G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			37.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1199	CITY OF VIENNA		37.18

NC 1199

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 37.18

Memo:

PAY Thirty-Seven and 18/100 Dollars

TO THE ORDER OF

CITY OF VIENNA
OFFICE OF THE TREASURER
P.O. BOX 5097
VIENNA, WV 26105-5097
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001199⑈ ⑆064208165⑆0000116910756⑈

NC 1199

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
39G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			37.18

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1199	CITY OF VIENNA		37.18

NORTHSHORE CAPITAL, LLC
P.O. BOX 52570
KNOXVILLE, TN 37950

UMAT
BY FIDELITY

NC 1199

DATE
Dec 15, 2001

AMOUNT
$ 37.18

Memo:

PAY Thirty-Seven and 18/100 Dollars
TO THE ORDER OF:
CITY OF VIENNA
OFFICE OF THE TREASURER
P.O. BOX 5097
VIENNA, WV 26105-5097
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001199⑈ ⑆064208165⑆0000116910756⑈ ⑈0000003718⑈

399

UNITED BANK OF WEST VIRGINIA

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
40G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			34.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1200	CLARKSVILLE DISPOSAL, LLC		34.38

NC 1200

BB&T
67-616/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 34.38

Memo:

PAY TO THE Thirty-Four and 38/100 Dollars

CLARKSVILLE DISPOSAL, LLC
A WASTE CONNECTIONS COMPANY
PO BOX 30339
CLARKSVILLE, TN 37040-0006
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001200⑈ ⑆064208165⑆0000116910756⑈

NC 1200

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
40G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			34.38

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1200	CLARKSVILLE DISPOSAL, LLC		34.38

NC 1200

NORTHSHORE CAPITAL, LLC
P.O. BOX 5670
NASHVILLE, TN 37203

DATE
Dec 15, 2009
AMOUNT

Memo:

$ 34.98

PAY Thirty-Four and 98/100 Dollars
TO THE ORDER OF

CLARKSVILLE DISPOSAL LLC
& WASTE CONNECTIONS COMPANY
PO BOX 20329
CLARKSVILLE, TN 37040-0329
USA

AUTHORIZED SIGNATURE

⑈001200⑈ ⑆064208165⑆0000116710956⑈ ⑈0000034982⑈

409

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
80G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			34.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1209	KEN'S EXTERMINATING COMPANY		34.00

NC 1209

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 34.00

Memo:

PAY TO THE ORDER OF Thirty-Four and 00/100 Dollars

KEN'S EXTERMINATING COMPANY
P.O. BOX 2169
SMYNA, TN 37167-1712
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001209⑈ ⑆064208165⑆00001169 10756⑈

NC 1209

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
80G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			34.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1209	KEN'S EXTERMINATING COMPANY		34.00

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LAP96 COMPATIBLE ENVELOPE - CE15 / CE158

E07105

BBAT

NC 1208

NORTHSHORE CAPITAL, LLC
P.O. BOX 92570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 34.00

Memo:

PAY Thirty-Four and 00/100 Dollars
TO THE ORDER OF
KEN'S EXTERMINATING COMPANY
P.O. BOX 2164
SMYRNA, TN 37167-2167
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $1000

⑈001208⑈ ⑆064208165⑆000001169107568⑈

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE TO ANY AND ALL CLAIMS THAT NORTHSHORE CAPITAL, LLC AND ASSIGNEES HAVE AGAINST ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE PAYEE OF THIS CHECK, WHICH MAYBE HEREBY ASSERTED.

PINNACLE NATIONAL BANK
064208165

KEN'S EXTERMINATING CO.
10117931

10 12/28/09 R1 0101119531 15003033
PINNACLE NATIONAL BANK

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REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
36G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			32.54

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1196	CITY OF POINT PLEASANT		32.54

BB&T
87-816/642

NC 1196

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 32.54

Memo:

PAY Thirty-Two and 54/100 Dollars

TO CITY OF POINT PLEASANT
BUSINESS AND OCCUPATION TAX
400 VIAND ST.
POINT PLEASANT, WV 25550
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001196⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1196

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
36G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			32.54

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1196	CITY OF POINT PLEASANT		32.54

NORTHSHORE CAPITAL, LLC

DATE

AMOUNT

$

CITY OF POINT PLEASANT
BUSINESS AND OCCUPATION TAX

369

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
34G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			31.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1195	CITY OF PANAMA CITY		31.13

BB&T
87-816/642

NC 1195

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 31.13

Memo:

PAY Thirty-One and 13/100 Dollars

TO THE ORDER OF
CITY OF PANAMA CITY
P.O. BOX 1880
PANAMA CITY, FL 32402-1880
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001195⑈ ⑆064208165⑆0000116910756⑈

NC 1195

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
34G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			31.13

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1195	CITY OF PANAMA CITY		31.13

NORTHSHORE CAPITAL, LLC

$

USA

346

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
31G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			25.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1191	CITY OF GLENDALE		25.00

BB&T
87-816/642

NC 1191

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 25.00

Memo:

PAY TO THE ORDER OF Twenty-Five and 00/100 Dollars

CITY OF GLENDALE
TAX & LICENSE DIVISION
5850 W. GLENDALE AVE
GLENDALE, AZ 85301-2599
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001191⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1191

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
31G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			25.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1191	CITY OF GLENDALE		25.00

NORTHSHORE CAPITAL, LLC

$ 75.00

CITY OF GLENDALE
TAX & LICENSE DIVISION
5850 W. GLENDALE AVE.
GLENDALE, AZ 85301-6599

31G

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
93G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			24.12

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1211	OFFICE DEPOT, INC		24.12

BB&T
67-816/642

NC 1211

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 24.12

Memo:

PAY TO THE ORDER OF Twenty-Four and 12/100 Dollars

OFFICE DEPOT, INC
P.O. BOX 633211
CINCINNATI, OH 45263-3211
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001211⑈ ⑆064208165⑆0000116910756⑈

NC 1211

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
93G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			24.12

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1211	OFFICE DEPOT, INC		24.12

939

BB&T

NC 1211

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 16, 2009

AMOUNT
$ 24.12

Memo

PAY TO THE ORDER OF: Twenty Four and 12/100 Dollars

OFFICE DEPOT, INC
P.O. BOX 633211
CINCINNATI, OH 45263-3211
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $500

AUTHORIZED SIGNATURE

⑈001211⑈ ⑆064208169⑆0000116910756⑈

Deposit Only

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL, LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST ANDERSON NEWS, LLC AND INCORPORATED BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO NORTHSHORE CAPITAL, LLC AT THE ADDRESS

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
56G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			20.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1204	DUN & BRADSTREET		20.00

NC 1204

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 20.00

Memo:

PAY TO THE Twenty and 00/100 Dollars

DUN & BRADSTREET
PO BOX 75542
CHICAGO, IL 60675-5542
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001204⑈ ⑆064208165⑆0000116910756⑈

NC 1204

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
56G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			20.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1204	DUN & BRADSTREET		20.00

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LAP98 COMPATIBLE ENVELOPE - CE15 / CE158

E07105

NC 1204

NORTHSHORE CAPITAL, LLC
P.O. BOX 92570
KNOXVILLE, TN 37950

BB&T

DATE
Dec 15, 2003

AMOUNT
$ 20.00

Memo

PAY TO THE ORDER OF
Twenty and 00/100 Dollars

DUN & BRADSTREET
PO BOX 75542
CHICAGO, IL 60675-5542
USA

⑈001204⑈ ⑆064208165⑆0000116910756⑈ ⑈000000 20000⑈

CASHING THIS CHECK TRANSFERS TO NORTHSHORE CAPITAL LLC ALL RIGHTS, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS PAYEE HAS AGAINST ANY AND ALL ETC AND INCORPORATES BY REFERENCE THE TERMS OF THE TRANSMITTAL LETTER FOR THE CHECK TO WHICH THIS IS AN ANNEX

NORTHSHORE CAPITAL LLC
P.O. BOX 92570
KNOXVILLE, TN 37950

PAY TO THE ORDER OF DUN & BRADSTREET
PO BOX 75542
CHICAGO, IL 60675-5542
USA

PAY TO THE ORDER OF SHOPROF GTD 99010 1771-0

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
94G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			10.93

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1212	OHIO TREASURER OF STATE		10.93

NC 1212

BB&T
87-816/642

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 10.93

Memo:

PAY Ten and 93/100 Dollars

TO THE ORDER OF

OHIO TREASURER OF STATE
OHIO DEPT. OF TAXATION
PO BOX 16561
COLUMBUS, OH 43216-6561
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001212⑈ ⑆064208165⑆00001169107 56⑈

NC 1212

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
94G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			10.93

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1212	OHIO TREASURER OF STATE		10.93

NORTHSHORE CAPITAL LLC

DATE

$

CHIEF TREASURER OF STATE
UNCLAIMED FUNDS DIV
PO BOX 1809
COLUMBUS, OH 43216-0001
USA

946

NORTHSHORE CAPITAL, LLC

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
33G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			3.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1193	CITY OF KIRKSVILLE		3.98

BB&T
87-816/642

NC 1193

NORTHSHORE CAPITAL, LLC
P. O. BOX 52570
KNOXVILLE, TN 37950

DATE
Dec 15, 2009

AMOUNT
$ 3.98

Memo:

PAY Three and 98/100 Dollars

CITY OF KIRKSVILLE
201 S FRANKLIN
CITY HALL
KIRKSVILLE, MO 63501-3580
USA

VOID AFTER 90 DAYS
TWO SIGNATURES REQUIRED OVER $2000

AUTHORIZED SIGNATURE

⑈001193⑈ ⑆064208165⑆0000116910756⑈

NORTHSHORE CAPITAL, LLC

NC 1193

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
33G	DUE TO/(FROM) ANDERSON NEWS	12/14/09			3.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
Dec 15, 2009	1193	CITY OF KIRKSVILLE		3.98

NORTHSHORE CAPITAL, LLC
P. O. BOX 50000
KNOXVILLE, TN 37950

BB&T

NC 1103

DATE
Dec 15, 2009

AMOUNT
$ 3.99

339

Memo:

PAY Three and 99/100 Dollars
TO THE ORDER OF

CITY OF KIRKSVILLE
201 S FRANKLIN
CITY HALL
KIRKSVILLE, MO 63501-3590
USA

VOID AFTER 90 DAYS

⑈001193⑈ ⑆064208165⑆0000111910756⑈

CASHING THIS CHECK IS TRANSFER TO NORTHSHORE CAPITAL LLC ALL RIGHT, TITLE AND INTEREST OF THE PAYEE IN ANY AND ALL CLAIMS WHICH MAY EXIST AGAINST NEWS LLC AND RECEIPT WILLIS FOR THE TERMS OF THE TRANSMITTAL LETTER FOR THIS CHECK TO NORTHSHORE CAPITAL LLC.

FOR DEPOSIT ONLY
TO ANY ACCOUNT BEARING THE NAME
CITY OF KIRKSVILLE

Scanned: 6/10/2010-2:48:27 PM

ALSTON&BIRD LLP

One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424

404-881-7000
Fax: 404-881-7777
www.alston.com

Tedra N. Ellison **Direct Dial: 404-881-4514** **E-mail: tedra.ellison@alston.com**

June 9, 2010

VIA: UPS OVERNIGHT DELIVERY
BMC Group, Inc.
Attn: Anderson News, LLC Claims Processing
18750 Lake Drive East
Chanhassen, MN 55317

Re: *In re: Anderson News, LLC*
Case No. 09-10695

Dear Sir or Madam:

Enclosed please find an original and one (1) copy of the proof of claim, to be filed on behalf of Northshore Capital, LLC in the above-referenced Chapter 11 bankruptcy case.

I would appreciate you filing the original proof of claim and returning the "filed" stamped duplicate in the enclosed self-addressed envelope.

Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact me at (404) 881-4514.

Sincerely,

Tedra N. Ellison
Paralegal

TNE:tne
Enclosures