

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made by FPNF Publishing, LLC ("Assignor"), a Delaware limited liability company having its principal place of business at 82 Devonshire Street, Boston, Massachusetts 02109, to CP1 LLC (the "Assignee"), a Delaware limited liability company having its principal place of business at 575 Lexington Avenue, 35th Floor, New York, New York 10022.

W I T N E S S E T H :

WHEREAS, Fidelity Non-Profit Management Foundation, the majority member of Assignor, and CP Acquisition LLC, the sole member of Assignee, are parties to an Asset Purchase Agreement, dated April 3, 1998, as amended from time to time (the "Agreement"; capitalized terms used herein without definition shall have the meaning defined therein) providing for the execution and delivery of this Assignment by Assignor to Assignee.

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

Assignor does hereby sell, assign, transfer and convey to Assignee all of its right, title and interest in and to all trademarks (including the registrations thereof and applications to register therefor) listed on Schedule I hereto and incorporated by reference herein, and the goodwill of the business connected with the use of and symbolized by such trademarks owned by Assignor and used by Assignor in its business (collectively, the "Trademarks"); all rights to apply for registrations in foreign countries with full benefit of such priorities as may now or hereafter be granted to it by law or by treaty, including any international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has

or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

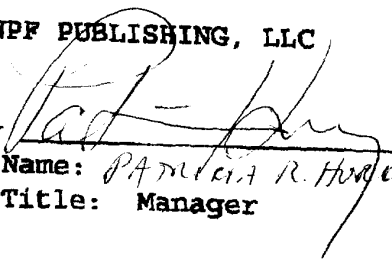
Before, at and after the date hereof, upon the request from time to time of the Assignee and without further consideration, Assignor shall do each and every commercially reasonable act (which shall not require Assignor to incur any material expense) as may be necessary or reasonably desirable to consummate the assignment contemplated hereby, including without limitation: executing, acknowledging and delivering assurances, assignments and other documents and instruments; furnishing information and copies of documents, books and records; and cooperating with Assignee (at Assignee's expense) in exercising any right or pursuing any claim, other than rights and claims running against the party from whom or which such cooperation is requested.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to trademark issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 5 day of May, 1998.

FNPF PUBLISHING, LLC

By

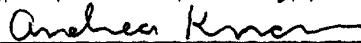

Name: PATRICIA R. HURDLEY
Title: Manager

"Express Mail" mailing label No. EI368211071 US
Date of Deposit May 14, 1998

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Andrea Knauer

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

SCHEDULE I

U. S. Trademark Registrations

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
CONFERENCE CALL	2,127,367	1/6/98
WORTH	1,780,221	7/6/93
WORTH ONLINE	2,140,060	3/3/98

U.S. Trademark Applications

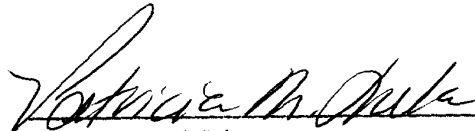
<u>PENDING APPLICATION</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE OF APPLICATION</u>
EQUITY	75/191,669	10/30/96
EQUITY	75/191,668	10/30/96
WEEK'S WORTH	75/097,233	05/01/96
WORTH PICS	75/097,235	05/01/96
PERSONAL INVESTMENT COMPANY SERVICES		

Canadian Trademark Registration

<u>REGISTERED TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF REGISTRATION</u>
WORTH	TMA454,175	02/16/96

COMMONWEALTH OF MASSACHUSETTS)
) SS.:
COUNTY OF SUFFOLK)

On this 8th day of May, 1998, before me personally came
PATRICIA M. LUKE to me known, who
being by me duly sworn, did depose and say that he or she is
the Manager of FNPF Publishing, LLC, the limited liability
company described in and which executed the above
instrument.


Notary Public

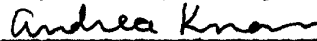
PATRICIA M. LUKE, Notary Public
My Commission Expires June 23, 2000

"Express Mail" mailing label No. E1368211071US
Date of Deposit May 14, 1998

I hereby certify that this paper or fee is being
deposited with the United States Postal Service "Express
Mail Post Office to Addressee" service under 37 CFR 1.10
on the date indicated above and is addressed to the
Commissioner of Patents and Trademarks, Washington,
D.C. 20231.

Andrea Knauer

(Typed or printed name of person mailing paper or fee)



(Signature of person mailing paper or fee)

20551333.03

RECORDED: 05/14/1998

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DN

TRADEMARK

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