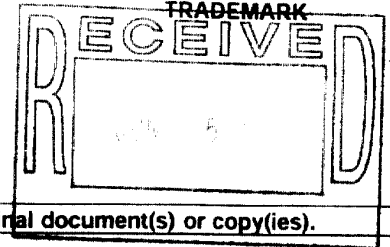


06-18-1998



100741605

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 6-5-98
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

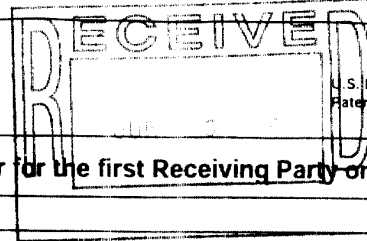
Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

06/17/1998 TTON11 00000180 1994483
01 FC:481 40.00 OP

FOR OFFICE USE ONLY



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

| Trademark Application Number(s) | | | Registration Number(s) | | |
|---------------------------------|----------------------|----------------------|--|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1,994,483"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Daniel J. Schaeffer
Name of Person Signing

Signature

June 2, 1998
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effective as of May 15, 1998, ("Effective Date"), by and between Harris Publications, Inc., a New York corporation, with its principal office at 1115 Broadway, 8th Floor, New York, New York 10010 ("Assignor") and Petersen Publishing Company, L.L.C., a Delaware limited liability company, with its principal office at 6420 Wilshire Boulevard, Los Angeles, California 90048 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registration identified and set forth on Schedule A, including variations thereof, and owns the unregistered trademarks identified and set forth on Schedule B, and any variation thereof (collectively, the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal

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TRADEMARK
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representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

Assignor hereby represents and warrants that its right, title and interest in and to the Marks set forth in Schedules A and B are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

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TRADEMARK
REEL: 1742 FRAME: 0226

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized effective as of the 15th day of May, 1998

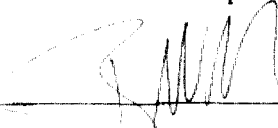
HARRIS PUBLICATIONS, INC.

By: _____

Name: Stanley R. Harris
Title: President

PETERSEN PUBLISHING COMPANY, L.L.C.

By: The Petersen Companies, Inc., its Managing Member

By:  _____

Name: Richard S. Willis
Title: Executive Vice President

STATE OF)
) SS
COUNTY OF)

On this _____ day of May, 1998, there appeared before me Stanley M. Harris , personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Harris Publications, Inc.

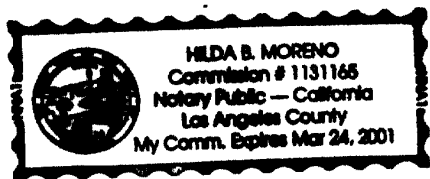
Notary Public

STATE OF *California*)
) SS
COUNTY OF *Los Angeles*)

On this 15th day of May, 1998, there appeared before me Richard S. Willis, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Petersen Publishing Company, L.L.C. and The Petersen Companies, Inc.


[Signature]

Notary Public



IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized effective as of the 15th day of May, 1998.

HARRIS PUBLICATIONS, INC.

By: 

Name: Stanley R. Harris
Title: President

PETERSEN PUBLISHING COMPANY, L.L.C.

By: The Petersen Companies, Inc., its Managing Member

By: _____

Name: Richard S. Willis
Title: Executive Vice President

STATE OF *New York*)
) SS.
COUNTY OF *New York*)

On this 15th day of May, 1998, there appeared before me Stanley R. Harris ,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Harris Publications, Inc.

Elly Schoenfield

Notary Public
ELI D. SCHOENFIELD
NOTARY PUBLIC, State of New York
No. 31 8839325
Qualified in New York County
Commission Expires 03/31/99

STATE OF)
) SS.
COUNTY OF)

On this _____ day of May, 1998, there appeared before me Richard S. Willis,
personally known to me, who acknowledged that he signed the foregoing Assignment as his
voluntary act and deed on behalf and with full authority of Petersen Publishing Company, L.L.C.
and The Petersen Companies, Inc.

Notary Public

SCHEDULE A

Trademark Registration

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|-------------|-----------------|------------------|
| SLAM | 1.994,483 | 08/20/96 |

SCHEDULE B

Unregistered Trademarks

SLAM Presents

BLITZ

HARDBALL

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RECORDED: 06/05/1998

TRADEMARK
REEL: 1742 FRAME: 0232