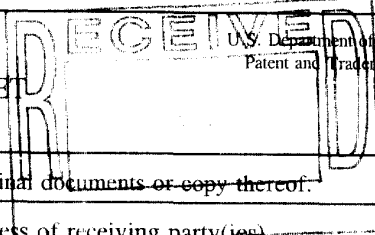


MKD 6-15-98

06-18-1998



SHEET  
Y



U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents

100741637

with original documents or copy thereof.

1. Name of conveying party(ies):

IN-FISHERMAN, INC.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Minnesota  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

Name: COWLES ENTHUSIAST MEDIA, INC.

Address: 4 HIGH RIDGE PARK  
STAMFORD, CONNECTICUT 06905

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Pennsylvania \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: May 7, 1998

4. Application number(s) or registration number(s): SEE ATTACHED SCHEDULE

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Cowan, Liebowitz & Latman, P.C.  
1133 Avenue of the Americas  
New York, NY 10036-6799

Attention: Alexis D. Isztwan, Esq.

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41)..... \$ 415.00

Enclosed

Any deficiency is authorized to be charged to  
Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

06/16/1998 DCOATES 00000173 672282

01 FC:481  
02 FC:482

40.00 OP  
375.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alexis D. Isztwan  
Name of Person Signing

Signature

6/12/98  
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1742 FRAME: 0309

**SCHEDULE**

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>
IN-FISHERMAN	1,479,595
IN-FISHERMAN	1,478,056
IN-FISHERMAN	1,662,310
(F) FISH + (L) LOCATION + (P) PRESENTATION= (S) SUCCESS	1,654,229
PROFESSIONAL WALLEYE TRAIL	1,699,952
WALLEYE IN-SIDER	1,723,741
THE IN-FISHERMAN WALLEYE GUIDE	1,878,640
IN FISHERMAN RADIO	1,886,377
CATFISH GUIDE	2,029,380
BASS GUIDE	2,090,267

<b>TRADEMARK</b>	<b>APPLICATION NO.</b>
AQUA-VISION	75/166,008
WALLEYE GUIDE	75/305,697
WORLDS BIGGEST CATFISH CONTEST	75/340,868
WORLDS BIGGEST WALLEYE CONTEST	75/340,869
CRITICAL CONCEPTS	75/424,909
PWT	75/430,608

## TRADEMARK ASSIGNMENT

EXHIBIT B

**WHEREAS**, In-Fisherman, Inc., a Minnesota corporation having its place of business at Two In-Fisherman Drive, Brainerd, Minnesota ("Assignor"), has adopted, used and is using those certain trademarks and trade names that are listed and described in Exhibit A attached hereto, whether registered or unregistered, in connection with its assets, products and services (collectively, the "Marks"); and

**WHEREAS**, Cowles Enthusiast Media, Inc., a Pennsylvania corporation having its place of business at 4 High Ridge Park, Stamford, CT 06905 ("Assignee") desires to acquire the entire right, title and interest in and to the Marks.

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of May 7, 1998, but effective as of January 1, 1998 (the "Purchase Agreement"), pursuant to which Assignor shall sell and Assignee shall purchase substantially all of the assets and assume certain liabilities of Assignor related to the Business (as defined in the Purchase Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns the entire right, title and interest, whether statutory, registered or at common law, in and to the Marks, throughout the world, and any renewals or extensions thereof, and to such other trademarks, service marks and trade names as may be owned by Assignor and used in connection with the Marks, and all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Marks in Assignee.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 7 day of May, 1998.

IN-FISHERMAN, INC.

By: Allen J. Lindner  
Name:  
Title: Pres.

COWLES ENTHUSIAST MEDIA, INC.

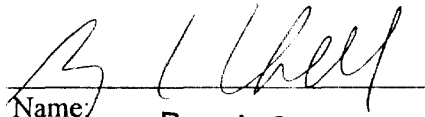
By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 7th day of May, 1998.

IN-FISHERMAN, INC.

By: \_\_\_\_\_  
Name:  
Title:

COWLES ENTHUSIAST MEDIA, INC.

By:   
Name: Beverly C Chell  
Title: Vice Chairman

STATE OF Minnesota )  
 ) ss.:  
COUNTY OF Hennepin )

On the 7 day of May, 1998, before me personally came Alan Linker, to me known, who being by me duly sworn, did depose and say that he is the President of In-Fisherman, Inc., the corporation described in and which executed the foregoing instrument, and that he had the authority to sign his name thereto on behalf of the corporation.

  
Notary Public

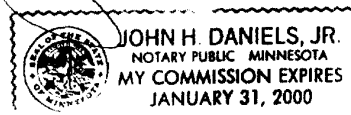


EXHIBIT A

See Attachment

tmk1

TRADEMARK  
REEL: 1742 FRAME: 0315

**IN-FISHERMAN - Pending And Registered Trademark Status Report**

17-Mar-98

MG Number	Status	Appin. Number	Filing Date	Reg. No.	Reg. Date
9040 0010 US 01 UNITED STATES	Registered	672282	16-Jul-87	1479595	08-Mar-88
<b>Mark:</b> IN-FISHERMAN			<u>Atty:</u> JAC		
9040 0010 US 02 UNITED STATES	Registered	672283	16-Jul-87	1478056	23-Feb-88
<b>Mark:</b> IN-FISHERMAN			<u>Atty:</u> JAC		
9040 0010 US 03 UNITED STATES	Registered	74116582	19-Nov-90	1662310	29-Oct-91
<b>Mark:</b> IN-FISHERMAN			<u>Atty:</u> JAC		
9040 0012 CA 01 CANADA	Registered	674856	30-Jan-91	408720	26-Feb-93
<b>Mark:</b> (F) FISH + (L) LOCATION + (P) PRESENTATION = (S)			<u>Atty:</u> JAC		
9040 0012 US 01 UNITED STATES	Registered	74/983340	30-Jul-90	1654229	20-Aug-91
<b>Mark:</b> (F) FISH + (L) LOCATION + (P) PRESENTATION = (S)			<u>Atty:</u> JAC		
9040 0012 ZA 01 SOUTH AFRICA	Registered	91/0590	30-Jan-91	91/0590	08-Mar-94
<b>Mark:</b> (F) FISH + (L) LOCATION + (P) PRESENTATION = (S)			<u>Atty:</u> JAC		



MG Number	Status	Appln. Number	Filing Date	Reg. No.	Reg. Date
9040 0012 ZA 02 SOUTH AFRICA	Registered	91/0591	30-Jan-91	91/0591	08-Mar-94
<b>Mark:</b> (F)FISH + (L)LOCATION + (P) PRESENTATION = (S) S Atty: JAC					
9040 0012 ZA 03 SOUTH AFRICA	Registered	91/0592	30-Jan-91	91/0592	08-Mar-94
<b>Mark:</b> (F)FISH + (L)LOCATION + (P)PRESENTATION = (S)S Atty: JAC					
9040 0013 CA 02 CANADA	Registered	713894	30-Sep-92	424731	04-Mar-94
<b>Mark:</b> PROFESSIONAL WALLEYE TRAIL Atty: JAC					
9040 0013 US 01 UNITED STATES	Registered	74/092228	29-Aug-90	1699852	07-Jul-92
<b>Mark:</b> PROFESSIONAL WALLEYE TRAIL Atty: JAC					
9040 0021 CA 01 CANADA	Registered	708988	13-Jul-92	421133	17-Dec-93
<b>Mark:</b> WALLEYE IN-SIDER Atty: JAC					
9040 0021 US 01 UNITED STATES	Registered	74/241675	30-Jan-92	1723741	13-Oct-92
<b>Mark:</b> WALLEYE IN-SIDER Atty: JAC					
9040 0022 US 01 UNITED STATES	Registered	74/487419	07-Feb-94	1878640	14-Feb-95
<b>Mark:</b> THE IN FISHERMAN WALLEYE GUIDE Atty: JAC					

MG Number	Status	Appln. Number	Filing Date	Reg. No.	Reg. Date
9040 0023 US 01 UNITED STATES	Registered	74/493891	24-Feb-94	1886377	28-Mar-95
<b>Mark:</b> IN FISHERMAN RADIO		<u>Atty:</u> JAC			
9040 0027 US 01 UNITED STATES	Registered	74/737188	01-Jun-95	2029380	07-Jan-97
<b>Mark:</b> CATFISH GUIDE		<u>Atty:</u> JAC			
9040 0029 US 01 UNITED STATES	Registered	75/163589	10-Sep-96	2090267	19-Aug-97
<b>Mark:</b> BASS GUIDE		<u>Atty:</u> JAC			
9040 0030 US 01 UNITED STATES	Pending	75/166008	13-Sep-96		
<b>Mark:</b> AQUA-VISION		<u>Atty:</u> JAC			
9040 0031 US 01 UNITED STATES	Pending	75/305697	09-Jun-97		
<b>Mark:</b> WALLEYE GUIDE		<u>Atty:</u> JAC			
9040 0033 US 01 UNITED STATES	Pending	75/340868	14-Aug-97		
<b>Mark:</b> WORLDS BIGGEST CATFISH CONTEST		<u>Atty:</u> JAC			
9040 0034 US 01 UNITED STATES	Pending	75/340869	14-Aug-97		
<b>Mark:</b> WORLDS BIGGEST WALLEYE CONTEST		<u>Atty:</u> JAC			

<u>MG Number</u>	<u>Status</u>	<u>Appln. Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
9040 0036 US 01 UNITED STATES	Pending	75/424909	28-Jan-98		
<u>Mark:</u> CRITICAL CONCEPTS		<u>Atty:</u> JAC			
9040 0037 US 01 UNITED STATES	Pending	75/430608	04-Feb-98		
<u>Mark:</u> PWT		<u>Atty:</u> JAC			

END OF REPORT