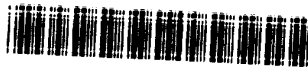


06-29-1998

RECEIVED U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



JUN 22 1998

Tab settings ▼

To the Honorable Commission

100749074

1 the attached original documents or copy thereof.

MRD 6-22-98

1. Name of conveying party(ies):
Inside Sports, Inc.

2. Name and address of receiving party(ies)

Name: Petersen Publishing Company, L.L.C.

Internal Address: _____

Street Address: 6420 Wilshire Boulevard

City: Los Angeles State: CA ZIP: 90048

- Individual(s)
- General Partnership
- Corporation-State Washington
- Other _____
- Association
- Limited Partnership

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware limited liability company

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

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
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

Execution Date: June 3, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/282,860

B. Trademark Registration No.(s)
1,777,844
1,155,553

Additional numbers attached? Yes No

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

Name: Daniel J. Schaeffer

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized any additional charges and/or credit: Authorized to be charged to deposit account

8. Deposit account number:

22-0440

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

06/23/1998 8:00 AM 00000150 73282860

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FCT:882 30.00 OP

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.

Daniel J. Schaeffer
Name of Person Signing

Daniel J. Schaeffer
Signature

6/19/98
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 1745 FRAME: 0705

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	DATE
INSIDE SPORTS and Design	1,777,844	06/22/93
INSIDE SPORTS	1,155,553	05/26/81

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	DATE
INSIDE SPORTS	75/282,860	04/28/97

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 3rd day of June, 1998 ("Effective Date"), between Inside Sports, Inc., a Washington corporation with its principal office at 990 Grove Street, Evanston, Illinois ("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 and Assignee are parties to a certain Asset Purchase Agreement dated as of June 3, 1998 ("Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain assets and rights pertaining to the Magazine as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire United States right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on Schedule A, including variations thereof, (collectively, the "Marks"), and the goodwill of the business associated therewith.

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 its entire right, title and interest in and to the Marks together with all goodwill associated therewith, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all

foreign countries, 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 representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and payments 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.

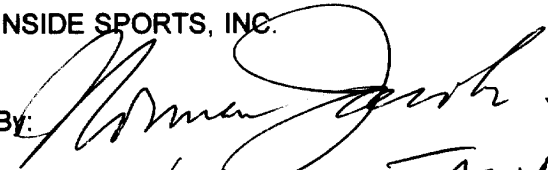
Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be 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 of which Assignee agrees that it will pay Assignor's then applicable hourly fee for all time expended in testifying on

Assignee's behalf; (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 provided, however, that no travel will be required by the Assignor; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunder duly authorized this 3rd day of June, 1998.

INSIDE SPORTS, INC.

By:



Name:

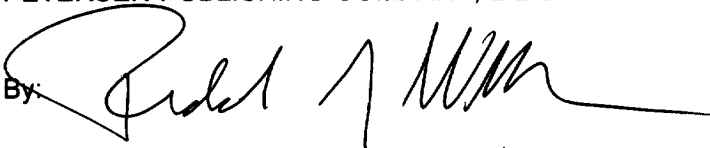
NORMAN JACOBS

Title:

President

PETERSEN PUBLISHING COMPANY, L.L.C.

By:



Name:

Richard S Willis

Title:

EVP, CFO

STATE OF)
) SS
COUNTY OF)

On this 3rd day of June, 1998, there appeared before me Norman Jacobs, 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 INSIDE SPORTS, INC.

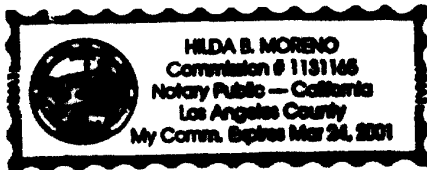


Howard M Cohen

Notary Public

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

On this 5th day of June, 1998, there appeared before me Richard S Willis, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of PETERSEN PUBLISHING COMPANY, L.L.C.



Hilda B Moreno

Notary Public

KIRKLAND & ELLIS

PARTNERSHIPS INCLUDING PROFESSIONAL CORPORATIONS

200 East Randolph Drive
Chicago, Illinois 60601

To Call Writer Direct:
312 861-8783

312 861-2000

Facsimile:
312 861-2200

June 19, 1998

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Patent and Trademark Office
Washington, D.C. 20231
ATTN: Box Assignments

Re: Request for Recordation of Trademark Assignment
(Our Ref. No.: 36006-32)

Dear Sir:

Enclose is an original Trademark Assignment dated June 3, 1998 between Inside Sports, Inc., a Washington corporation ("assignor") and Petersen Publishing Company, L.L.C., a Delaware limited liability company ("assignee").

It is respectfully requested that this assignment be recorded on the Patent and Trademark Office assignment records for U.S. trademark registration Numbers 1,777,844, 1,155,553 and U.S. trademark application Number 75/282,860.

Enclosed is the Recordation Form Cover Sheet and our check in the amount of \$90.00 in payment of the required recording fee. Any additional charges or credits should be applied to Office Deposit Account No. 22-0440.

Please forward any correspondence and the original recorded document to my attention.

Sincerely,



Tanya E. Brady
Legal Assistant to Daniel J. Schaeffer

Enclosures (originals)
cc: Daniel J. Schaeffer
Express Mail No.: EM383319813US
Date of Deposit: June 19, 1998

London

Los Angeles

New York

WASHINGTON D.C.

RECORDED: 06/22/1998

REEL: 1745 FRAME: 0711