

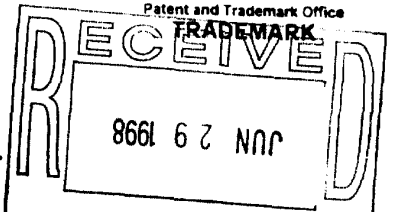
07-08-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



MD 6-29-98

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

Submission Type

- New
- 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 STEREOPHILE, INC. Execution Date
Month Day Year
June 1, 1998

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name PETERSEN PUBLISHING COMPANY, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 6420 WILSHIRE BOULEVARD

Address (line 2) _____

Address (line 3) LOS ANGELES CALIFORNIA 90048
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 A Delaware Limited Liability Company
- Citizenship/State of Incorporation/Organization _____

FOR OFFICE USE ONLY

07/07/1998 DMGUYEN 00000290 1977497

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheets information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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)

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.

ALEXANDRA N. DENEVE

6/26/98

Name of Person Signing

Signature

Date Signed

[EXECUTION COPY]

ASSIGNMENT OF TRADEMARK

WHEREAS, Stereophile, Inc. ("Assignor"), a New Mexico corporation, of 208 Delgado Street, Santa Fe, New Mexico 87501, is the sole and exclusive owner of the entire right, title and interest in and to the mark "EVERYTHING YOU NEED TO KNOW ABOUT HOME THEATER," including variations thereof, for which it has obtained registration in the United States Patent and Trademark Office, Registration Number 1,977,497, registered May 28, 1996 (the "Mark") and the goodwill of the business associated therewith; and

WHEREAS, Petersen Publishing Company, L.L.C. ("Assignee"), a Delaware limited liability company, of 6420 Wilshire Boulevard, Los Angeles, California 90048, is desirous of acquiring the Mark and the registration thereof, together with all goodwill associated therewith;

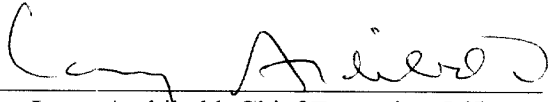
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark and the above identified registration thereof, 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 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 date of the signing of this Agreement or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, 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 Mark is 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 reasonable costs and expenses of legal counsel or other advisors (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 Mark; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Mark, including, but not limited to, testifying as to any facts relating to the Mark assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Mark 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.

STEREOPHILE, INC., a New Mexico corporation

By: 
Larry Archibald, Chief Executive Officer

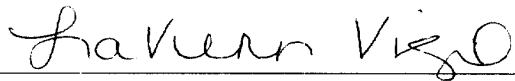
Date: May 31, 1998

new Mexico)
State of ~~California~~)
Santa Fe)
County of ~~Los Angeles~~)

On this 1st day of June, 1998, before me appeared Larry Archibald, the person who signed this instrument, who acknowledged that he signed it as Chief Executive Officer of Stereophile, Inc., a New Mexico corporation, as a free act on behalf of the identified corporation with authority to do so.

(Seal and Expiration Date)

1-19-99


Notary Public