

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (Exp. 4/94)

REC  
MRD 8-12-98

08-27-1998

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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To the Honorable Commissioner of Patents

100809134

checked original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rcpt. Dt. #64

1. Name of conveying party(ies):

Rodale Press, Inc.

08-12-1998

address of receiving party(ies)

man Publications, Inc.

address: 741 Corporate Circle

Street Address: Suite A

City: Golden State: CO ZIP: 80401-5622

- Individual(s)
- General Partnership
- Corporation-State Pennsylvania
- Other

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Colorado
- Other

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
- Merger
- Change of Name

Execution Date: June 2, 1998

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

A. Trademark Application No.(s)

75/438,329

B. Trademark Registration No.(s)

1,148,911	1,616,720	1,799,798	1,997,194
1,175,587	1,679,005	1,872,953	2,001,969
1,379,748	1,713,638	1,892,081	2,080,303
		1,924,908	2,141,184
			2,155,793

Additional numbers attached?  Yes  No

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

Name: Kevin G. Smith, Esq.

Internal Address: SHOEMAKER AND MATTARE, LTD.  
Suite 1203 Crystal Plaza Bldg. 1

2001 Jefferson Davis Highway

Street Address: P. O. Box 2286

Arlington State: VA ZIP: 22202-0286

6. Total number of applications and registrations involved: 16

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/24/1998 INQUIRY 00000197 1148911

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
375.00 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.

Kevin G. Smith

August 12, 1998

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 7

## **TRADEMARK ASSIGNMENT**

WHEREAS, Rodale Press, Inc., a Pennsylvania corporation, having its principal place of business at 33 East Minor Street, Emmaus, Lehigh County, Pennsylvania 18098-0099 ("Assignor") has adopted and is using those certain trademarks and trade names that are listed and described in Exhibit "A" attached hereto, together with the goodwill associated with each of the foregoing, collectively the "Marks"; and

WHEREAS, Leman Publications, Inc., a Colorado corporation, having its principal place of business located at 741 Corporate Circle, Suite A, Golden, Colorado 80401-5622 ("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 15, 1998 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of the Assets of Assignor, and Assignee has agreed to become a successor to a portion of the business of Assignor, to which the Marks pertain and that business is ongoing and existing, and in doing so, Assignee has agreed to assume certain of the liabilities of Assignor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest, whether statutory, registered or at common law, in and to the Marks and any

renewals or extensions thereof and the goodwill associated with such Marks together with any and all registrations and pending applications therefore, any and all files and records relating thereto, and the right to recover for past infringements of the Marks.

Capitalized terms used herein shall have the meanings assigned to them in the Agreement unless otherwise defined herein.

Assignor represents and warrants that it has good and marketable title to the Trademarks assigned hereby, that it has the right to assign and transfer the same, and that said Trademarks are free and clear of all liens and encumbrances. Assignor, for itself, its successors and assigns, covenants and agrees to warrant and defend the said Trademarks unto the Assignee, its successors and assigns, against the claims of any person.

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

Assignor agrees to execute any further documents and to do such other acts (without any expenditure of monies) as may be necessary and proper to vest all right, title and interest 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 (without regard to any principles of conflicts of laws for such state).

IN WITNESS WHEREOF, Assignor has caused these presents to be duly  
executed in a manner appropriate thereto as of the 2nd day of June, 1998.

RODALE PRESS, INC.

BY:  \_\_\_\_\_

Name: ROBERT J. DEUFEL

Title: President

**EXHIBIT "A"**

- American Woodworker  
Class 16  
Registration No. 1,997,194  
Registration Date - August 27, 1996
  
- Backyard Builders  
Class 16  
Registration No. 1,616,720  
Registration Date - October 9, 1990
  
- Excellence in Craftsmanship  
Class 35  
Registration No. 1,924,908  
Registration Date - October 3, 1995
  
- Home Owner  
Class 16  
Registration No. 1,175,587  
Registration Date - October 27, 1981
  
- Master Woodworking  
Class 16  
Registration No. 2,080,303  
Registration Date - July 15, 1997
  
- New Shelter  
Class 16  
Registration No. 1,148,911  
Registration Date - March 24, 1981
  
- Practical Homeowner  
Class 16  
Registration No. 2,141,184  
Registration Date - March 3, 1998

- Rodale's Creative Needlecrafts Club
  - Class 42
  - Registration No. 1,872,953
  - Registration Date - January 10, 1995
- ✓ Rodale's Home Improvement Book Club
  - Class 42
  - Registration No. 1,799,798
  - Registration Date - October 19, 1993
- ✓ Rodale's Practical Homeowner's Book Club
  - Class 42
  - Registration No. 1,379,748
  - Registration Date - January 21, 1986
- ✓ Rodale's Quick and Easy Craft Collection
  - Class 16
  - Registration No. 1,892,081
  - Registration Date - May 2, 1995
- ✓ Rodale's Successful Quilting Library
  - Class 16
  - Registration No. 2,155,793
  - Filing Date - January 23, 1997
  - Registration Date - May 5, 1998
- ✓ Secrets for Successful Woodworking
  - Class 16
  - Filing Date - February 23, 1998
  - Application No. 75/438,329
- ✓ The Classic American Quilt Collection
  - Class 16
  - Registration No. 2,001,969
  - Registration Date - September 17, 1996
- ✓ The Weekend Woodworker
  - Class 16
  - Registration No. 1,679,005
  - Registration Date - March 10, 1992

The Workshop Companion

Class 16

Registration No. 1,713,638

Registration Date - September 8, 1992

**UNREGISTERED TRADE NAMES**

Build It Better Yourself Woodworking Projects

Quilting with Experts

6/298 II  
C:\WPWIN60\RP\IAGREERPI-LPI.TMI

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RECORDED: 08/12/1998

TRADEMARK  
REEL: 1774 FRAME: 0214