

09-28-1998



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

OPR/FINANCE

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

Execution Date  
Month Day Year

Name

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/24/1998 DCOATES 00000147 1723694

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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 sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1792 FRAME: 0590

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1723694"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1928804"/>	<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:

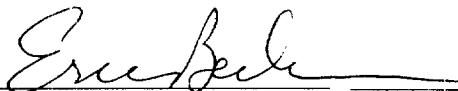
Yes

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.

Eric Beckson, Executive Vice President  
Turnstile Publishing Company

 6/29/98

Name of Person Signing

Signature

Date Signed

## TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, made as of the 1st of January, 1995, by and between GOLFWEED LIMITED PARTNERSHIP, a Delaware limited partnership, having its principal office at 175 Fifth Street S.W., Winter Haven, Florida 33888 (the "Assignor"), and TURNSTILE PUBLISHING COMPANY, a Delaware corporation, having its principal office at 7657 Commerce Center Drive, Orlando, Florida 32819 (the "Assignee").

WHEREAS, Assignor has adopted, used, is using and is the owner of the trademarks and service mark GOLFWEED and AMERICA'S GOLF NEWSPAPER and the registration and application for registration therefore in the United States Patent and Trademark Office as set forth on Exhibit A attached hereto and made a part hereof and Assignee is desirous of acquiring said trademarks and service mark, together with (i) all registrations and applications for registration of said trademarks and service mark in the United States and any political subdivision thereof, and any foreign country; (ii) all common law rights in and to said trademarks and service mark anywhere in the world; and (iii) all such rights in any and all other trademarks or service marks, and applications for registration and registrations thereof, at anytime used or owned by Assignor (collectively the "Trademarks");

WHEREAS, Assignor wishes to effect a tax-free reorganization pursuant to which it shall transfer and assign the Trademarks to Assignee; and

WHEREAS, Assignee wishes to accept the transfer and assignment of the Trademarks and continue the operation of the businesses associated therewith;

NOW, THEREFORE, the parties agree as follows:

1. Assignment of Trademarks. In consideration of good and valuable consideration, the

sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks together with the goodwill of the Assignor's business symbolized by the Trademarks.

2. Recordation of Assignment. Assignor hereby grants to Assignee the right to record the assignment of the Trademarks in the United States Patent and Trademark Office and in the proper office of any state of the United States and any foreign country in which the Trademarks are registered. Assignor hereby agrees to execute any document and instrument which may be reasonably requested or required by said offices in order to record the assignment of the Trademarks pursuant hereto.

3. Representation and Warranties of Assignor. Assignor hereby represents and warrants to Assignee as follows:

a. Title to Trademarks. Assignor has good and marketable title to each of the Trademarks, and none of the Trademarks are subject to any lien, pledge, mortgage, security interest, charge, assignment, title retention or other encumbrances of any kind.

b. Authority of Assignor. Assignor has all corporate power and authority to enter into and perform this Assignment and to execute and deliver all documents and instruments required herein; and this Assignment and each such document and instrument shall, when duly executed by Assignor, constitute a valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

c. Adverse Claims. To the best knowledge of Assignor, there are no claims, actions, suits, or proceedings pending or threatened against Assignor in connection with its use or ownership of the Trademarks; and the Assignor is not subject to any outstanding judgment, order,

writ, injunction or decree of any court or other governmental agency within the United States or any foreign country concerning the Trademarks. To the best knowledge of Assignor, no event has occurred which will result, or after notice or lapse of time or both would result in revocation or termination of any of Assignor's right, title or interest in and to the Trademarks including any registrations thereof.

d. Infringement. To the best knowledge of Assignor, no trademark or service mark is being used in the United States or any foreign country which when used upon the goods and services with which the Trademarks are used, is likely to cause confusion as to the source of those goods or services; and the Assignor has not made any claim or demand, or brought any action, suit or proceeding against any third party in connection with any trademark or service mark on the basis that such third party's use infringes upon the rights of Assignor in the Trademarks.

4. Covenants of Assignor. Assignor hereby covenants and agrees that it will not acquire any interest in any trademark or service mark in the United States or in any foreign country which, when used in connection with the goods listed on Exhibit A hereto, will be confusingly similar to the Trademarks.

5. Miscellaneous.

a. Request of Commissioner. Assignor and Assignee hereby request the Commissioner of the United States Patent and Trademark Office, and the proper official of the proper office of any state in the United States and any foreign country in which the Assignor owns a registration, to issue a certificate of registration for each Trademark in the name of the Assignee, as appropriate.

b. Governing Law. This Assignment shall be governed by and interpreted under

the laws of the State of New York.

c. Entire Understanding. This Assignment, with the exhibit attached hereto, sets forth the entire understanding among the parties hereto relating to the subject matter set forth herein, and merges all prior and contemporaneous discussions, communications and assignments among them with respect to such matters.

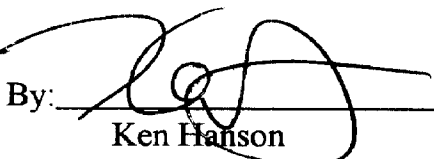
d. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Assignor and Assignee.

e. Further Assurances. Assignor and the Assignee agree to execute, deliver and exchange all such further documents and instruments and to do and perform, or cause to be done and performed, all such further acts and things as either party hereto may reasonably request in order to carry out the intent and purposes of this Assignment and to consummate the transactions contemplated hereunder.

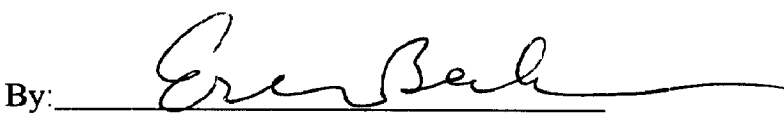
IN WITNESS WHEREOF, the parties hereto cause this Assignment to be executed by their duly authorized representatives as of the date first above written.

**GOLFWEED LIMITED PARTNERSHIP**

By: Turnstile Publishing Company  
Its General Partner

By:   
Ken Hanson  
Its President

**TURNSTILE PUBLISHING COMPANY**

By:   
Eric Beckson  
Its Vice President and  
Chief Financial Officer

**EXHIBIT A**

**TRADEMARK ASSIGNMENT AGREEMENT**

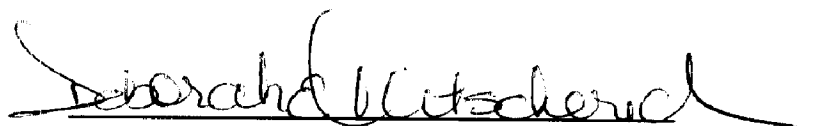
<b><u>Trademark</u></b>	<b><u>Registration No./ Serial #</u></b>	<b><u>Registration Date/ Application Date</u></b>	<b><u>Goods</u></b>
<b>GOLFWEEK</b>	<b>1,723,694</b>	<b>10/13/92</b>	<b>Entertainment services in the nature of sponsoring golf tournaments in international class 41; and Publications, namely, newspapers concerning the sport of golf, and directories of golf courses in international class 16.</b>
<b>AMERICA'S GOLF NEWSPAPER</b>	<b>74/169044</b>	<b>5/22/91</b>	<b>Publications, namely, newspapers concerning the sport of golf, and directories of golf courses in international class 16.</b>

**CERTIFICATE OF MAILING BY EXPRESS MAIL**

Label No. EI308575817US

Date of Deposit: September 18, 1998

I hereby certify that the Trademark Assignment Application for the marks "GOLF WEEK" and "AMERICA'S GOLF NEWSPAPER" dated June 29, 1998, is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 15 U.S.C. 1126(e) on the date indicated above and is addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231, attention: Assignment Branch.

  
Deborah E. Hitscherich