

10-07-1998

FORM PTO 1594



U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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MRO 10-2-98

OPR/ELIANCE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

| | |
|--|--|
| <p>1. Name of conveying Party(ies):</p> <p>Rodale Press, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: Black Entertainment Television, Inc.</p> <p>Internal Address: One BET Plaza 1900 West Place, NE</p> <p>Street Address:</p> <p>City: Washington State: DC Zip: 20018-1211</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation State --District of Columbia <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be separate from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input checked="" type="checkbox"/> Other --REQUEST FOR CORRECTION</p> <p>Execution Date:</p> | |

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,802,718

Additional numbers attached? Yes No

| | |
|--|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Michael D. Hobbs, Jr., Esq.</p> <p>Internal Address: Troutman Sanders LLP</p> <p>Street Address: 600 Peachtree St., NE Suite 5200</p> <p>City: Atlanta</p> <p>State: GA Zip: 30308</p> | <p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p> |
|--|--|

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.

Michael D. Hobbs, Jr.

Name of Person Signing

Signature

October 1, 1998

Date

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Total number of pages comprising cover sheet: _____

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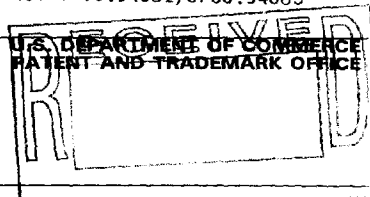
FORM PTO-1594

06-15-1998



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SHEET



MRO 6/10/98 LE

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rodale Press, Inc.

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 8, 1998

2. Name and address of receiving party(ies):

Name: Black Entertainment Television, Inc.

Internal Address: One BET Plaza

Street Address: 1900 West Place, N.E.

City: Washington State: DC Zip: 20018-1211

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other
District of Columbia

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No (Designations must be separate from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/257885

B. Trademark Registration No.(s)

1,802,713

Additional numbers attached? Yes No

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

Name: Michael D. Hobbs, Jr.

Internal Address: Troutman Sanders LLP

600 Peachtree Street NE
Suite 5200
Street Address on BP

City: Atlanta

State: Georgia

Zip: 30308-2216

6/15/1998 DCOATES

00000016 75257885

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed

Authorized to be charged to deposit account

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

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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.

MICHAEL D. HOBBS
Name of Person Signing

Signature

June 10, 1998

Date

Total number of pages comprising cover sheet: 5

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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 and such other trademarks, service marks and trade names as may be owned by Assignor that relate only to, and are used by Assignor wholly and solely in connection with the Publication, together with the goodwill associated with each of the foregoing, collectively the "Marks"; and

WHEREAS, Black Entertainment Television, Inc., a District of Columbia corporation, having its principal place of business located at One BET Plaza, 1900 W Place, N.E., Washington, D.C. 20018-1211 ("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 8, 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, in each case relating

to the business of publishing, selling and distributing the Publication (as defined in the Agreement).

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 Marks assigned hereby, that it has the right to assign and transfer the same, and that said Marks 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 Marks unto the Assignee, its successors and assigns, against the claims of any person.

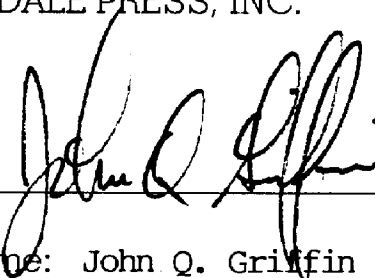
In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

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 8th day of May, 1998.

RODALE PRESS, INC.

BY:  _____

Name: John Q. Griffin

Title: President, Magazine Division

EXHIBIT "A"

1. Tradename - Heart & Soul

- A. Canada Application No. 835,454
Filed: February 4, 1997
Class: 16

- B. South Africa Registration No. 94/13632
Issued: September 10, 1997
Class: 16
Renewal: December 8, 2004

- C. United Kingdom Registration No. 2005643
Issued: December 12, 1994
Class: 16
Renewal: Due December 12, 2001

- D. United States Registration No. 1,802,718
Issued: November 2, 1993
Class: 16
Use Aff: Due November 2, 1999

2. Tradename - National Black Health & Fitness Week

Serial No. 75-257,885
Filed: March 17, 1997
Class: 42