

12-31-1998

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FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies): PRIMEDIA INTERTEC CORPORATION

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DELAWARE, Other

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

- Nature of conveyance: Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: NOVEMBER 16, 1998

2. Name and address of receiving party(ies) Name: NELSON PUBLISHING, INC.

Internal Address, Street Address: 2504 NORTH TAMiami TRAIL 34275, City: NOKOMIS State: FL ZIP: 3482

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,028,024 2,026,178

Additional numbers attached? Yes No

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

Name: JAMES F. GOSSETT Internal Address: SUITE 1200 Street Address: 120 S. RIVERSIDE PLAZA City: CHICAGO State: IL ZIP: 60606

8. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: (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.

JAMES F. GOSSETT Name of Person Signing

James F. Gossett Signature

12-21-98 Date 5

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK REEL: 1836 FRAME: 0433

## TRADEMARK ASSIGNMENT

**WHEREAS**, PRIMEDIA Intertec Corporation (f/k/a Intertec Publishing Corporation), a Delaware corporation having an address at 9800 Metcalf, Overland Park, Kansas, 66212 ("Assignor"), is the owner of certain registered trademarks, trade names, service marks and logos relating to the Business (as defined), including, but not limited to those listed and described on Exhibit A attached hereto (along with the goodwill associated with each of the foregoing collectively, the "Marks");

**WHEREAS**, Nelson Publishing, Inc., a Florida corporation having its place of business at 2504 North Tamiami Trail, Nokomis, Florida 34275-3482 ("Assignee") desires to acquire Assignor's entire right, title and interest in and to the Marks; and

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (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 assume certain of the liabilities of Assignor, in each case relating to the Business (as defined in the Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns all right, title and interest, whether statutory, registered or at common law, in and to the Marks, throughout the world, and any renewals or extensions thereof, and all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

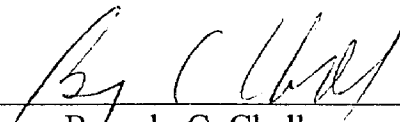
In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

This instrument shall be governed by the laws of the state of New York (without regard to conflicts of laws principles).

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 16th day of November, 1998.

**PRIMEDIA INTERTEC CORPORATION**

By:   
Name: Beverly C. Chell  
Title: Vice Chairman



Trademark	Registration No./ Serial No.
Health Management Technology	2,028,024 (12/31/96)
Health Management Technology (Stylized)	2,026,178 (12/24/96)

HMTTMI.WPD