

06-01-1999



101020953

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b> 3-19-99 <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<b>Conveyance Type</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
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**Conveying Party**  Mark if additional names of conveying parties attached

Name Surfer Publications, Inc. Execution Date 08011998  
 Month Day Year

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization California

**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  Corporation  Association  
 Other Limited liability company

Citizenship/State of Incorporation/Organization Delaware

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.)

03/23/1999 DNGUYEN 00000102 2054003

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
200.00 OP

340E  
NO SPEC FEE

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

REEL: 1873 FRAME: 0501

**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" value="75399279"/>	<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="2054003"/>	<input type="text" value="1231809"/>	<input type="text" value="2129581"/>
<input type="text" value="1066706"/>	<input type="text" value="1125366"/>	<input type="text" value="1105105"/>
<input type="text" value="1590339"/>	<input type="text" value="1066705"/>	<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.

Alexandra N. DeNeve

Name of Person Signing

Signature

March 12, 1999

Date Signed

**ASSIGNMENT OF TRADEMARK**

THIS ASSIGNMENT OF TRADEMARK (this "Assignment") is made and entered into as of August 1, 1998, by and between Surfer Publications, Inc. ("Assignor"), a California corporation, of 3620 Lincoln Way, Suite 380, Auburn, California 95603, and Petersen Publishing Company, L.L.C. ("Assignee"), a Delaware limited liability company, of 6420 Wilshire Boulevard, Los Angeles, California 90048.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the marks including variations thereof, for which it has obtained registration in the United States Patent and Trademark Office and which are listed on Schedule A attached hereto, (collectively, the "Marks") and the goodwill of the business associated therewith, and Assignee is desirous of acquiring the Marks and the registrations 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 Marks, together with the goodwill of the business symbolized by the Marks and the registrations thereof identified on Schedule A hereto, 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 Marks, 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 Marks are free and clear of any liens and encumbrances (except as permitted under the Asset Purchase Agreement, dated as of August 9, 1998 (but effective as of August 1, 1998), by and among the Assignee, the Assignor and the Shareholder named therein (the "Purchase Agreement")), 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 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 Marks; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining

any additional trademark protection for the Marks 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.

This Assignment is executed pursuant to, and is not intended to limit, alter or amend the terms of the Purchase Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark to be duly executed as of the date first above written.

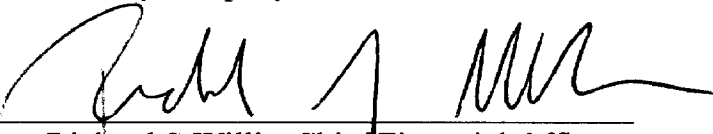
SURFER PUBLICATIONS, INC., a California corporation

By K. Stockbridge  
Karl Stockbridge, Secretary

Date August 1, 1998

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark to be duly executed as of the date first above written.

PETERSEN PUBLISHING COMPANY, L.L.C., a Delaware limited liability company

By   
Richard S Willis, Chief Financial Officer

Date August 1, 1998

**SCHEDULE A****U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>	<b>ISSUE DATE</b>
BIKE MAGAZINE	2,054,003	04/22/97
DESIGN ONLY	1,231,809	03/22/83
INSIDE GOLF	2,129,581	01/13/98
POWDER	1,066,706	05/31/77
SKATEBOARDER	1,125,366	09/25/79
SKATEBOARDER	1,105,105	10/31/78
SNOWBOARDER	1,590,339	04/03/90
SURFER	1,066,705	05/31/77

**SCHEDULE B**

**U.S. TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>APP. NO.</b>	<b>FILE DATE</b>
FREERIDE	75/399279	12/03/97



**SCHEDULE C**

**FOREIGN TRADEMARK REGISTRATIONS & APPLICATIONS**

<b>MARK</b>	<b>NO.</b>	<b>DATE</b>	<b>COUNTRY</b>
SURFER	006839117	01/10/79	Brazil
INSIDE GOLF	082310100	09/12/96	Canada
SURFER	77/2196	05/25/77	South Africa

**SCHEDULE D**

**STATE TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>	<b>DATE</b>	<b>STATE</b>
INSIDE GOLF	25706	12/09/96	Washington
INSIDE GOLF	25706	12/09/96	Washington
INSIDE GOLF	102028	12/30/96	California
BEACH CULTURE	91590	01/26/90	California
SNOWBOARDER	90006	05/26/89	California

**SCHEDULE E**

**UNREGISTERED TRADEMARKS**

ACTION NOW  
AN  
BEACH CULTURE  
INSIDE GOLF  
POWDER EIGHT  
ROLLER SKATING  
SAILBOARDER