

04-02-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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



101004006

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

3/25/99  
66/52/5

#### 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
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

03/31/1999 JSHABAZZ 00000145 75520091

01 FC:481  
02 FC:482

40.00 DP  
300.00 DP

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

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**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="75520091"/>	<input type="text" value="75520095"/>	<input type="text" value="74649775"/>
<input type="text" value="75124341"/>	<input type="text" value="75540308"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2082571"/>	<input type="text" value="2155856"/>	<input type="text" value="1403984"/>
<input type="text" value="2171720"/>	<input type="text" value="1623572"/>	<input type="text" value="1216645"/>
<input type="text" value="1221612"/>	<input type="text" value="1880547"/>	<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.

Daniel J. Schaeffer

Name of Person Signing

*Daniel J. Schaeffer*

Signature

March 22, 1999

Date Signed

## ASSIGNMENT OF TRADEMARK

WHEREAS, General Media Automotive Group, Inc., ("Assignor"), a New York corporation of 11 Penn Plaza, New York, NY 10001, 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

WHEREAS, EMAP Petersen, Inc., ("Assignee"), a Delaware corporation, of 6420 Wilshire Boulevard, Los Angeles, California 90048, 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 Assignment or thereafter, including, without limitation, all claims for damages by reason of 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 Sale and Purchase Agreement, dated as of February 9 1999, by and between the Assignee and the Assignor (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 and 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

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that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) 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.

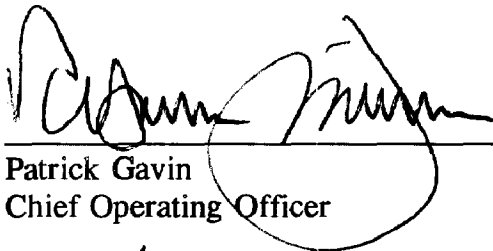
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**IN WITNESS WHEREOF**, Assignor has caused this Assignment of Trademark to be duly executed as of the date set forth below.

**GENERAL MEDIA AUTOMOTIVE GROUP, INC.**, a  
New York corporation

By:   
Name: Patrick Gavin  
Title: Chief Operating Officer  
Date: March 2<sup>nd</sup>, 1999

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**TRADEMARK**  
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WENZEL A Trademark

TRADEMARKS OWNED BY  
GENERAL MEDIA AUTOMOTIVE GROUP, INC.

OWNER	1-Trademark	2-Country	3-Class	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE	4-Renewal
GMGI DRAG RACING MONTHLY		U.S.A.	16 - Magazines	74/678157	17 May 1995	2,082,571	22 July 1997	22 July 2007
		U.S.A.	42 - On-line magazine	75/123670	21 June 1996	2,155,856	5 May 1998	5 May 2008
FOUR WHEELER		Canada	IC-16	867,666	29 January 1998			
		Japan	26 (16) - Magazines	15944/1987	19 February 1987	2210823	23 February 1990	24 February 2000
		U.S.A.	16 - Magazines	73/572367	09 December 1985	1403984	05 August 1986	05 August 2006
		U.S.A.	42 - On-line magazine	75/123671	21 June 1996	2,171,720	7 July 1998	7 July 2008
FULL SIZE 4X4		U.S.A.	IC-16	75/520091	16 July 1998			
OPEN WHEEL		U.S.A.	16 - Magazines	73/788542	23 March 1989	1623572	20 November 1990	20 November 2000
		U.S.A.	42 - On-line magazine	75/520095	16 July 1998			
SLAMMER		U.S.A.	16 - Magazines	74/649775	17 March 1995			
STOCK CAR RACING		U.S.A.	16 - Magazines	250361	15 February 1980	1216645	16 November 1982	16 November 2002
		U.S.A.	42 - On-line magazine	75/124341	24 June 1996			
STOCK CAR RACING - Design		U.S.A.	16 - Magazines	250362	15 February 1980	1221612	28 December 1982	28 December 2002
SUPER STOCK & DRAG ILLUSTRATED		U.S.A.	16 - Magazines	74/347351	11 January 1993	1880547	28 February 1995	28 February 2005
WHEN THE GREEN FLAG DROPS, THE BULLSHIT STOPS		U.S.A.	IC-25	75/540608	21 August 1998			

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