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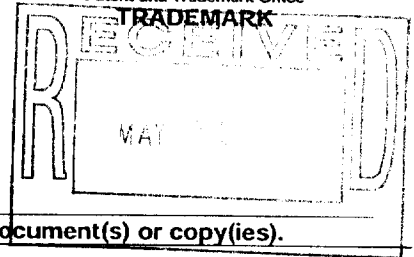
05-18-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



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

Name Princeton Trademarks, Inc.

Execution Date
Month Day Year
3 25 1999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Global Media Group, Ltd.

DBA/AKA/TA

Composed of

Address (line 1) 1040 First Avenue, Suite 176

Address (line 2)

Address (line 3)

City New York

State/Country New York

Zip Code 10022

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization New York

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.)

05/18/1999 DNGUYEN 00000066 2101654

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
650.00 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: 001899 FRAME: 0889

Domestic Representative Name and Address

Enter for the first Receiving Party only.

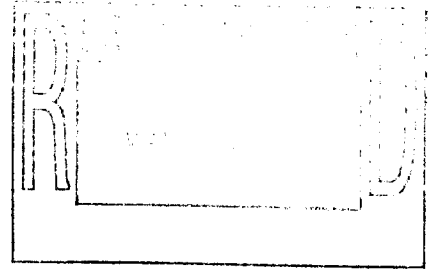
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name Susan M. Daly, Esq. (954) 462-2000

Address (line 1) Gunster, Yoakley, Valdes-Fauli & Stewart

Address (line 2) Broward Financial Centre, Suite 1400

Address (line 3) 500 East Broward Blvd.

Address (line 4) Ft. Lauderdale, FL 33394

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 8

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)

See Schedule A

Number of Properties Enter the total number of properties involved. # 27

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 690.00

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.

Susan M. Daly
Name of Person Signing

[Signature]
Signature

5/7/99
Date Signed

SCHEDULE A TO RECORDATION COVER SHEET

Trademark	Application No. or Registration No.	Date of Filing or Date of Registration
BLUEBOY	2,101,654	September 30, 1997
STARS	2,101,655	September 30, 1997
NUMBERS	2,101,656	September 30, 1997
MACHISMO	2,101,657	September 30, 1997
OBSESSIONS	2,120,017	December 9, 1997
INIQUITY	2,125,761	December 30, 1997
ORIENTAL WOMEN	2,224,967	February 23, 1999
FITNESS PLUS	75/379,021	October 24, 1997
ALLSTARS	75/385,542	November 5, 1997
HARD	75/385,543	November 5, 1997
OUI TV	75/459,476	March 30, 1998
OUI INTERNATIONAL	2,101,653	September 30, 1997
IRON HORSE	2,121,476	December 16, 1997
ADULT CINEMA REVIEW	2,125,406	December 30, 1997
LEG SCENE HOME OF THE MILLION DOLLAR LEGS	75/270,866	April 4, 1997
DESIGN ONLY	2,134,631	February 3, 1998
OUI	2,185,885	September 1, 1998
ADULT PC GUIDE	2,166,693	June 16, 1998
LEG SCENE	2,180,827	August 11, 1998
GENT	2,180,828	August 11, 1998
OUI	2,184,194	August 25, 1998
LEG SCENE	2,180,844	August 11, 1998
ADULT CINEMA REVIEW	2,208,909	December 8, 1998
ORIENTAL WOMAN	2,214,432	December 29, 1998
IRON HORSE	2,214,433	December 29, 1998

Trademark	Application No. or Registration No.	Date of Filing or Date of Registration
ROUGH TRADE	2,187,922	September 8, 1998
ADULT PC GUIDE	2,026,163	December 24, 1996

109024.5

TRADEMARK ASSIGNMENT

WHEREAS, PRINCETON TRADEMARKS, INC., ("PTI") a Delaware Corporation, having its principal offices at 14411 Commerce Way, The Shula Building, Suite 420, Miami Lakes, Florida, has adopted, and used, the following trademarks now registered or applied for in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Application/ Registration No.</u>	<u>Date of Application/Registration</u>
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See Schedule A attached hereto and made a part hereof

and WHEREAS, WILLIAM A. BRANDT, JR. ("Brandt") acquired all of the assets of Princeton Publishing, Inc. ("PPI"), including one hundred (100%) percent of the issued and outstanding shares of PTI by Assignment for the Benefit of Creditors pursuant to Chapter 727, Florida Statutes on October 26, 1998 ("Assignment"). A copy of the Assignment is attached hereto as Schedule B; and

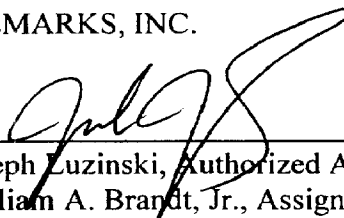
WHEREAS, Brandt is authorized pursuant to the Assignment to execute all documents in connection with the sale of PPI and its assets, including the assets of PTI; and

WHEREAS, GLOBAL MEDIA GROUP, ^{LTD.} INC. with offices at 400 East 57th Street, New York, New York, has agreed to purchase the business, assets and appurtenant goodwill of PTI and in connection therewith has requested Brandt to execute this Assignment to evidence the transfer of all of Brandt's rights to the trademarks to it.

NOW, THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Brandt on behalf of PPI and PTI, hereby assign to GLOBAL MEDIA GROUP, INC. all right, title and interest in the United States in and to said trademarks and said registrations and applications therefor, together with the goodwill of the business symbolized by said trademarks and the registrations and applications to register said trademarks.

Signed this day of March, 1999.

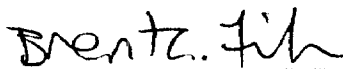
PRINCETON PUBLISHING, INC.,
as sole shareholder of PRINCETON
TRADEMARKS, INC.

By: 
Joseph Luzinski, Authorized Agent of
William A. Brandt, Jr., Assignee
For the Benefit of Creditors of Princeton
Publishing, Inc.

STATE OF NEW YORK

COUNTY OF NEW YORK

On this ^{25th} day of March, 1999, personally appeared JOSEPH LUZINSKI, to me known, the authorized agent of assignor above named, and acknowledged that he executed the foregoing Assignment pursuant to authority duly received.


Notary Public
My Commission Expires:

BRENT A. FRIEDMAN (SEAL)
Notary Public, State of New York
No. 01FR5084000
Qualified in New York County
Commission Expires August 5, 2000

SCHEDULE A

Trademark	Application No. or Registration No.	Date of Filing or Date of Registration
BLUEBOY	2,101,654	September 30, 1997
STARS	2,101,655	September 30, 1997
NUMBERS	2,101,656	September 30, 1997
MACHISMO	2,101,657	September 30, 1997
OBSESSIONS	2,120,017	December 9, 1997
INIQUITY	2,125,761	December 30, 1997
ORIENTAL WOMEN	2,224,967	February 23, 1999
NUGGET	75/366,022	September 30, 1997
FITNESS PLUS	75/379,021	October 24, 1997
ALLSTARS	75/385,542	November 5, 1997
HARD	75/385,543	November 5, 1997
OUI TV	75/459,476	March 30, 1998
OUI INTERNATIONAL	2,101,653	September 30, 1997
IRON HORSE	2,121,476	December 16, 1997
ADULT CINEMA REVIEW	2,125,406	December 30, 1997
LEG SCENE HOME OF THE MILLION DOLLAR LEGS	75/270,866	April 4, 1997
DESIGN ONLY	2,134,631	February 3, 1998
OUI	2,185,885	September 1, 1998
GENT	2,180,784	August 11, 1998
PLUMPERS AND BIG WOMEN	2,178,680	August 4, 1998
ADULT PC GUIDE	2,166,693	June 16, 1998
NUGGET	75/372,337	October 14, 1997
LEG SCENE	2,180,827	August 11, 1998
GENT	2,180,828	August 11, 1998
OUI	2,184,194	August 25, 1998

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Trademark	Application No. or Registration No.	Date of Filing or Date of Registration
PLUMPERS AND BIG WOMEN	2,180,829	August 11, 1998
PETITE	2,180,830	August 11, 1998
PETITE	2,178,698	August 4, 1998
LEG SCENE	2,180,844	August 11, 1998
ADULT CINEMA REVIEW	2,208,909	December 8, 1998
ORIENTAL WOMAN	2,214,432	December 29, 1998
IRON HORSE	2,214,433	December 29, 1998
ROUGH TRADE	2,187,922	September 8, 1998
ADULT PC GUIDE	2,026,163	December 24, 1996

109024.3

SCHEDULE B

ASSIGNMENT FOR THE BENEFIT OF CREDITORS

THIS ASSIGNMENT, made this 26 day of October, 1998, between PRINCETON PUBLISHING, INC., a Delaware corporation, with its principal place of business at 14411 Commerce Way, The Shula Building, Suite 420, Miami Lakes, FL 33016, hereinafter "ASSIGNOR," and WILLIAM A. BRANDT, JR., whose address is c/o Development Specialists, Inc., 200 S. Biscayne Blvd., Suite 900, Miami, FL 33131, hereinafter "ASSIGNEE,"

WHEREAS, the ASSIGNOR has been engaged in the business of publishing magazine titles.

WHEREAS, the ASSIGNOR is indebted to creditors as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts so far as it is possible by an assignment of all of its assets for that purpose.

NOW THEREFORE, the ASSIGNOR, in consideration of the ASSIGNEE'S acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over unto the ASSIGNEE, his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the ASSIGNOR, wherever such assets may be located, hereinafter the "ESTATE," as which assets are, to the best knowledge and belief of the ASSIGNOR, set forth on Schedule B annexed hereto.

The ASSIGNEE shall take possession and administer the ESTATE in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the ESTATE with reasonable dispatch and convert the ESTATE into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidation and collections.

The ASSIGNEE shall then pay and discharge in full, to the extent that funds are available in the ESTATE after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the ASSIGNOR, including interest on such debts and liabilities. If funds of the ESTATE shall not be sufficient to pay such debts and liabilities in full, then the ASSIGNEE shall pay from funds of the ESTATE such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in § 727.114, Florida Statutes.

In the event that all debts and liabilities are paid in full, any funds of the ESTATE remaining shall be returned to the ASSIGNOR.

To accomplish the purposes of this Assignment, the ASSIGNOR hereby appoints the ASSIGNEE its true and lawful attorney, irrevocable, with full power and authority to do all acts

and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the ESTATE; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist him in carrying out his duties hereunder.

The ASSIGNOR hereby authorizes the ASSIGNEE to sign the name of the ASSIGNOR to any check, draft, promissory note, or other instrument in writing which is payable to the order of the ASSIGNOR, or to sign the name of the ASSIGNOR to any instrument in writing, whenever it shall be necessary to do so, to carry out the purposes of this Assignment.

The ASSIGNEE hereby accepts the trust created by the Assignment, and agrees with the ASSIGNOR that the ASSIGNEE will faithfully and without delay carry out his duties under this Assignment for the Benefit of Creditors.

Dated this 26 day of October, 1998.

WITNESSES:

[Signature]
(Sign)
J. William Metzger
(Print)
[Signature]
(Sign)
EDITH ANN WELFE
(Print)

[Signature]
(Sign)
J. William Metzger
(Print)
[Signature]
(Sign)
EDITH ANN WELFE
(Print)

ASSIGNOR:
PRINCETON PUBLISHING, INC.
14411 Commerce Way
The Shula Building, Suite 420
Miami Lakes, FL 33016

By: [Signature]
Print: Robert F. Kendall
Title: Sr. Vice President

ASSIGNEE:
WILLIAM A. BRANDT, JR.
c/o Development Specialists, Inc.
200 S. Biscayne Blvd., Ste. 900
Miami, FL 33131

[Signature]

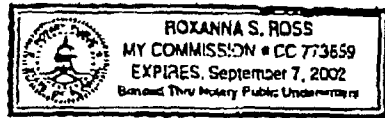
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Assignment for the Benefit of Creditors was acknowledged before me this 26 day of October, 1998, by James F. Kendall, as Senior Vice President of PRINCETON PRESS, INC., as ASSIGNOR, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and who did/did not take an oath.

NOTARY PUBLIC

Roxanna S. Ross

State of Florida
My commission expires:



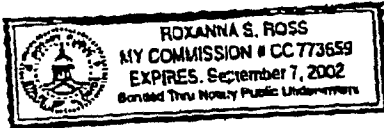
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing Assignment for the Benefit of Creditors was acknowledged before me this 26 day of October, 1998, by WILLIAM A. BRANDT, JR., as ASSIGNEE, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and who did/did not take an oath.

NOTARY PUBLIC

Roxanna S. Ross

State of Florida
My commission expires:



[nr] S:\31190002\DOCUMENT\ASSIGN94.RSR(10/26/98-15.2)

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY,
FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO.

IN RE:

PRINCETON PUBLISHING, INC.

Assignor

WILLIAM A. BRANDT, JR.

Assignee.

OATH OF ASSIGNOR

BEFORE ME, the undersigned authority, duly authorized to take and administer oaths,
appeared Robert F. Kendall, who after being first duly sworn, did depose and say:

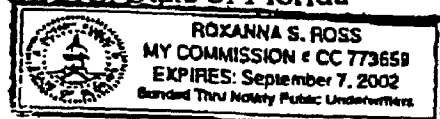
1. He is Senior Vice President of PRINCETON PUBLISHING, INC., the Assignor
herein.
2. That he is an officer of the Assignor as described in that certain Assignment for the
Benefit of Creditors filed concurrently herewith.
3. That the Assignor is making this Assignment for the purposes set forth in the
Assignment for the Benefit of Creditors and for no other reason:

FURTHER AFFIANT SAITH NOT.



SWORN TO AND SUBSCRIBED this 26 day of October, 1998.

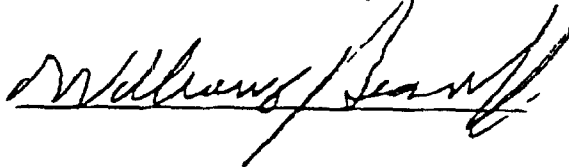

NOTARY PUBLIC, State of Florida



ACCEPTANCE OF ASSIGNMENT

WILLIAM A. BRANDT, JR., as Assignee under that certain Assignment for the Benefit of Creditors by PRINCETON PUBLISHING, INC., dated October 26, 1998, hereby reaffirms its prior acceptance of the trust created by such Assignment and agrees with the Assignor that the Assignee will faithfully and without delay carry out its duties under the Assignment.

ASSIGNEE:
WILLIAM A. BRANDT, JR.



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing Assignment for the Benefit of Creditors was acknowledged before me this 26 day of October, 1998, by WILLIAM A. BRANDT, JR., as ASSIGNEE, who represented to me that he is authorized to execute the Assignment on behalf of the Assignee for the purposes therein expressed, and who is personally known to me or has produced Florida Drivers License as identification and who did/did not take an oath.



NOTARY PUBLIC, State of Florida

Print Name:

My commission expires:

