

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

06-15-1999

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



101066107  
**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

M20 6.11.99

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

Execution Date  
Month Day Year

May 27, 1999

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

06/15/1999 NTHAI1 00000018 75601766

01 FC:481 40.00 DP  
02 FC:482 125.00 DP

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: 001911 FRAME: 0953

**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 (216) 586-3939

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.

#

7

**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)**

75/601766

2170611

1725595

74/601382

1975519

1405788

**Number of Properties**

Enter the total number of properties involved.

#

6

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

E

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:

#

10-1202

Authorization to charge additional fees:  
\*overpayment or underpayment

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.

Suzanne Koston

Name of Person Signing



Signature

June 9 1999

Date Signed

TRADEMARK

REEL: 001911 FRAME: 0954

## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 27th day of May, 1999 ("Effective Date"), by and between New Hope Communications, Inc., a Colorado corporation ("Assignor"), and Penton Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 18, 1999 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase substantially all of the assets, properties, rights and interests relating to Assignor's Business as defined in the Purchase Agreement;

WHEREAS, Assignor owns the entire right, title and interest in, to and under the United States trademark registrations and applications for registration identified and set forth on Schedule A, the trademarks and service marks and registrations and applications for registration identified and set forth on Schedule B, the unregistered trademarks and service marks identified and set forth on Schedule C (collectively, the "Marks"), and the goodwill of the business associated therewith;

WHEREAS, pursuant to the Purchase Agreement, these Marks are to be assigned to Assignee;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used; together with all income, royalties or payments due or payable as of the Effective Date 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.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

NEW HOPE COMMUNICATIONS, INC.

By: [Signature]  
Name:  
Title:

STATE OF Colorado )  
COUNTY OF Boulder ) ss:

On this 18<sup>th</sup> day of May, 1999 personally appeared before me R. Douglas Greene, known to me to be CEO of New Hope Communications, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of New Hope Communications, Inc.



Kathleen D. Bertuzzi  
Notary Public:  
My commission expires: 3/3/01

PENTON MEDIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_ day of \_\_\_\_\_, 1999 personally appeared before me \_\_\_\_\_, known to me to be \_\_\_\_\_ of Penton Media, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Penton Media, Inc.

\_\_\_\_\_  
Notary Public:  
My commission expires:

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the Effective Date.

NEW HOPE COMMUNICATIONS, INC.

By: \_\_\_\_\_

Name:

Title:

STATE OF )  
 ) ss:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 1999 personally appeared before me \_\_\_\_\_, known to me to be \_\_\_\_\_ of New Hope Communications, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of New Hope Communications, Inc.

\_\_\_\_\_  
Notary Public:

My commission expires:

PENTON MEDIA, INC.

By: \_\_\_\_\_

Name: Preston L. Vice

Title: SR. Vice President/Secretary

STATE OF Ohio )  
 ) ss:  
COUNTY OF Cuyahoga )

On this 21<sup>st</sup> day of May, 1999 personally appeared before me Preston Vice, known to me to be SR. Vice President/Secy of Penton Media, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Penton Media, Inc.

**KATHERINE P. TORGERSON**

Notary Public, State of Ohio, Cuy. Cty.

My Commission Expires May 7, 2000

\_\_\_\_\_  
Notary Public:

My commission expires:

## SCHEDULE A

### U.S. Trademark Registrations

#### **Health and Nutrition Breakthroughs**

US Trademark No. 2,170,611

Issued on June 30, 1998

Supplemental Register

Use Declaration Period June 30, 2003 - June 30, 2004

Renewal Period December 30, 2007 - June 30, 2008

#### **Nutrition Science News**

US Trademark No. 1,975,519

Issued on May 21, 1996

Supplemental Register

Use Declaration Period May 21, 2000 - May 21, 2001

Renewal Period May 2005 - May 2006

#### **Delicious!**

US Trademark No. 1,405,788

Issued on August 19, 1986

Principal Register

Expires August 19, 2006

### U.S. Trademark Applications - still pending

#### **HEALTHWELL**

Serial Number 75/601,766

Original Filing Date on Principal Register December 8, 1998

Amendment filed on January 19, 1999

#### **The Delicious! Minute**

Serial Number 74/601,382

Will expire on June 25, 1999 unless it is used. (New Hope indicated that it has no intent to use it.)

**SCHEDULE B**

**Global Production and Design**

US Trademark No. 1,725,595

Issued on October 20, 1992

Principal Register

**Global Production and Design (Colorado)**

US Trademark No. 84,477

Issued on October 22, 1991

Principal Register

**California Strategies (California)**

Trademark No. 99,746

Issued on January 13, 1995

Principal Register