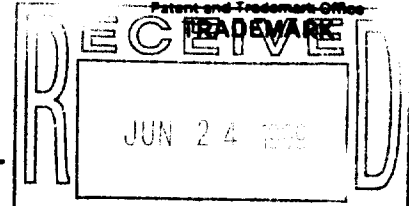


06-28-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



62-46923W

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

Execution Date
Month Day Year

Name CurtCo Freedom Group, L.L.C.

04291999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other limited liability company

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Petersen Publishing Company, L.L.C.

DBA/AKATA _____

Composed of _____

Address (line 1) 6420 Wilshire Boulevard

Address (line 2) _____

Address (line 3) Los Angeles

City

California

State/Country

90048

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.)

FOR OFFICE USE ONLY

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: 001920 FRAME: 0126

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="75/341614"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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

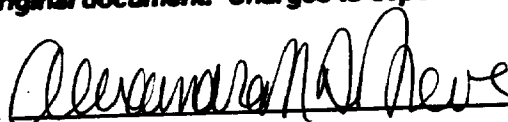
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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

June 19, 1999
Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, CurtCo Freedom Group, L.L.C., ("Assignor"), a Delaware limited liability company, of 29160 Heathercliff Road, Suite 200, Malibu, CA 90265-4125 has obtained registration in the United States Patent and Trademark Office or the European Office of Harmonization in the Internal Market for, or has filed applications for the registration of, those trademarks listed on Schedule A attached hereto (collectively, the "Marks"); and

WHEREAS, Petersen Publishing Company, L.L.C. ("Assignee"), a Delaware limited liability company, 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 of Assignor's 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 and Europe, 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 (other than as otherwise provided in the Purchase Agreement referenced below) 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.


No representation or warranties, whether express or implied, are made herein, and the representations and warranties set forth in the Asset Purchase Agreement, dated as of December 15, 1998, by and between the Assignee and the Assignor (the "Purchase Agreement"), constitute the only representations and warranties made with respect to the Marks and Assignor's right, title and interest therein. The Purchase Agreement also sets forth the exclusive remedy of Buyer with respect to any breach of such representations and warranties. In the event of any inconsistency or conflict between this Instrument and the Purchase Agreement, the Purchase Agreement shall govern.

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

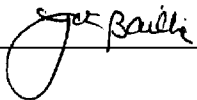
* * * * *

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

CURTCO FREEDOM GROUP, L.L.C., a Delaware limited liability company

By:  _____
Date 4-29-99

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

By:  _____
Date 6/10/99

SCHEDULE A

<u>Mark</u>	<u>Reg./App. No.</u>	<u>Reg./App. Date</u>
DIGITAL HOME ENTERTAINMENT	75/341,614	08/15/97

f