FORM PTO-1618A Express 05/10/99 OMB 0651-0027 07-16-1999



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Name Miller Freeman, Inc.	04 14 99
Formerly .	
Individual General Partnership	Limited Partnership X Corporation Association
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Receiving Party	Mark if additional names of receiving parties attached
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Name Hanley-Wood, Inc.	:
DBA/AKA/TA	
Composed of	
Address (line 1) One Thomas Circle, N.W.	
Address (line 2) Suite 600	
Address (line 3) Washington	DC 20005
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Name (Ann C. McMillan				
Address (line 1)	Caplin & Drysdale, Char	tered			
Address (line 2)	One Thomas Circle, N.W.				
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Ann C. Mo	Millan	an control	July 12, 1999		
Name o	f Person Signing	Signature	Date Signed		

ASSIGNMENT

THIS ASSIGNMENT, effective this 4th day of April 1999, by Miller Freeman, Inc., a Delaware corporation, having its principal office at 600 Harrison Street, San Francisco, California 94107 ("Assignor");

WHEREAS, Hanley-Wood, Inc., a District of Columbia corporation, having its principal place of business at One Thomas Circle, N.W., Suite 600, Washington, D.C. 20005 ("Assignee"), wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest Assignor owns in and to certain "Proprietary Rights," as hereinafter defined.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest Assignor owns in and to the following "Proprietary Rights:"

- 1. The trademarks "Custom Builder," "Custom Builder Magazine" and "Custom Builder Conference and Expo;" any and all applications filed and registrations received for the foregoing in the United States, the individual states thereof and jurisdictions foreign thereto, including without limitation United States Registration Number 1,788,116 (effective August 17, 1993) and the GOODWILL of the business in which the foregoing are used; and
- 2. All copyrights in and to the magazine titled <u>Custom Builder</u> <u>Magazine</u>;
- 3. The registered Domain Name "www.customhomebuilder.com;" and
- 4. Any and all other rights and privileges provided under the copyright, trademark, unfair competition and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; any and all rights to and under any and all licenses and other agreements and documents relating to any of the foregoing; and any and all rights of publicity and waivers of privacy rights of any and all persons whose names, images, likenesses and other identifying indicia are included in the subject matter to which the foregoing relates.

Any and all rights created by or arising from use of the Proprietary Rights shall, by virtue of this Assignment, inure to and remain the sole and exclusive property of Assignee, and Assignor does hereby waive and renounce any and all claims to such rights.

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Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

Assignor does hereby authorize and empower Assignee to invoke and claim for any applications, registrations or the like included within the Proprietary Rights, the benefits of any rights to which it may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization.

This instrument shall be binding upon and shall inure to the benefit of the parties, and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, heirs, successors and assigns.

MILLER FREEMAN, INC.

Date: April /4, 1999

s sa

lame: GALEN A. Pos

Title: EVP + Group Pe

ACKNOWLEDGEMENT

COUNTY OF Dallas:	
: SS STATE OF CALIFORNIA : TEXAS	
Before me, the undersigned, a Notary Public, on this day of April 1999, personal appeared day of April 1999, personal whom the day of April 1999, personal that said instrument (i.e., the Assignment) was signed on behalf of said Miller Freeman, Inc. by authority of its Board of Directors, and the said Mr. day acknowledge said instrument to be his free act and deed.	е
LUCILLE HAAS NOTARY PUBLIC	

Notary Public

RECORDED: 07/13/1999

My Commission Expires: 1-15-2001