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OMB 0651-0027

MRD 8.17.99

08-19-1999

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Patent and Trademark Office
TRADEMARK

SHEET

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

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Reel # _____ Frame # _____

Conveyance Type

X Assignment ___ License

___ Security Agreement

___ Merger

___ Change of Name

___ Other _____

Effective Date
Month Day Year
8/2/99

OIPE JC78 AUG 17 1999 PATENT & TRADEMARK OFFICE

Conveying Party ___ Mark if additional names of conveying parties attached

Name Macmillan General Reference USA Inc.

Execution Date
Month Day Year
8/2/99

Formerly _____

___ Individual ___ General Partnership ___ Limited Partnership X Corporation

___ Association ___ Other

X Citizenship/State of Incorporation/Organization Delaware

Receiving Party ___ Mark if additional names of receiving parties attached

Name Ahsuog Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Lake Street

Address (line 2) Upper Saddle River, NJ 07458

Address (line 3) _____

___ Individual ___ General Partnership ___ Limited Partnership

X Corporation Association

___ Other _____

___ 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

X Citizenship/State of Incorporation/Organization California

08/19/1999 DCDATES 00000034 2129136

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Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number (212) 309-7015

Name Maura B. Leeds, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP, Attn: TMSU

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages **Enter the total number of pages of the attached conveyance document including any attachments.** # 1

Trademark Application Number(s) or Registration Number(s)

Trademark Application Number(s)	Registration Number(s)
	2,129,136 2,240,844

Number of Properties Enter the total number of properties involved. # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): $ 65.00

Method of Payment: Enclosed X Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X 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.

Maura B. Leeds	Maura B. Leeds, MAB	8/17/99
Name of Person Signing	Signature	Date Signed

SCHEDULE A

LIST OF TITLES

MGR Imprints Alpha and Lazy

ISBN	Description
0028630181	Build A Web Site The Lazy Way
0028626486	Build Your Financial Future The Lazy Way
002862646X	Care For Your Home The Lazy Way
0028626494	Clean Your Home The Lazy Way
0028614895	Complete Idiot' s Guide to New Product Development
002861948X	Complete Idiot's Guide to 401(k)
0028631072	Complete Idiot's Guide to A Well-Behaved Child
0028621085	Complete Idiot's Guide to Adoption
0028634144	Complete Idiot's Guide to Affair-Proof Love
002861741X	Complete Idiot's Guide to Almanac of Business Letters and Memos
0028629027	Complete Idiot's Guide to Amazing Sex
0028612752	Complete Idiot's Guide to American History
0028629418	Complete Idiot's Guide to Angels
0028619641	Complete Idiot's Guide to Assertiveness
002861951X	Complete Idiot's Guide to Astrology
0028621204	COMPLETE IDIOT'S GUIDE TO ASTRONOMY
0028619544	Complete Idiot's Guide to Baking
0028629515	Complete Idiot's Guide to Baseball
0028626796	Complete Idiot's Guide To Basketball
0028630777	Complete Idiot's Guide To Beanie Babies
0028624084	Complete Idiot's Guide To Beautiful Skin
0028617177	Complete Idiot's Guide to Beer
0028627261	Complete Idiot's Guide to being a Cheapskate
0028629043	Complete Idiot's Guide to Being Psychic
0028626451	Complete Idiot's Guide To Billiards
0028631064	Complete Idiot's Guide to Birdwatching
0028621247	Complete Idiot's Guide to Boating and Sailing
0028621107	Complete Idiot's Guide to Breaking Bad Habits
0028617355	Complete Idiot's Guide to Bridge
0028619579	Complete Idiot's Guide to Bringing Up Baby
0028623460	Complete Idiot's Guide to British Royalty
0028617444	Complete Idiot's Guide to Business Management
0028619595	Complete Idiot's Guide to Buying and Selling a Home 2ed
0028615956	Complete Idiot's Guide to Buying and Selling Collectibles
0028611136	Complete Idiot's Guide to Buying Insurance and Annuities
0028619773	Complete Idiot's Guide to Changing Careers
0028617363	Complete Idiot's Guide to Chess
0028619757	Complete Idiot's Guide to Cigars
0028616340	Complete Idiot's Guide to Classical Music
0028623851	Complete Idiot's Guide To Classical Mythology
0028619749	Complete Idiot's Guide to Cooking Basics 2ed
0028610938	Complete Idiot's Guide to Crafting the Perfect Resume
0028617347	Complete Idiot's Guide to Creative Writing
0028627393	Complete Idiot's Guide to Dating, 2ed
0028621077	COMPLETE IDIOT'S GUIDE TO DEALING WITH IN-LAWS
0028613422	Complete Idiot's Guide to Doing Your Income Taxes, 1997
0028619528	Complete Idiot's Guide to Dynamic Selling
0028612760	Complete Idiot's Guide to Eating Smart
0028618734	Complete Idiot's Guide to Elvis
0028610954	Complete Idiot's Guide to Entertaining
0028610946	Complete Idiot's Guide to Everyday Etiquette
0028631056	Complete Idiot's Guide to Feng Shui
0028617525	Complete idiot's Guide to Finance and Accounting
0028610997	Complete Idiot's Guide to First Aid Basics
0028615980	Complete Idiot's Guide To Fishing Basics
0028611020	Complete Idiot's Guide to Gambling Like a Pro
0028629485	Complete Idiot's Guide To Gambling Like A Pro 2nd Edition
0028619471	Complete Idiot's Guide to Genealogy
0028619552	Complete Idiot's Guide to Geography
0028615972	Complete Idiot's Guide to Getting Along with Difficult People
0028613430	Complete Idiot's Guide to Getting Rich
0028629523	Complete Idiot's Guide to Getting Rich 2ED
0028627237	Complete Idiot's Guide to Getting the Job You Want
0028617606	Complete Idiot's Guide to Golf
0028619560	Complete Idiot's Guide To Grammar And Style
0028619765	Complete Idiot's Guide to Grandparenting
0028619535	Complete Idiot's Guide to Great Customer Service
0028629280	Complete Idiot's Guide to Handling A Breakup
0028610865	Complete Idiot's Guide to Handling Stress

MGR Imprints Alpha and Lazy

ISBN	Description
0028610873	Complete Idiot's Guide to healthy Relationship
0028621271	COMPLETE IDIOT'S GUIDE TO HEALTHY STRETCHING
0028611004	Complete Idiot's Guide to Hiking, Camping, and the Perfect Outdoor Vacation
0028627067	Complete Idiot's Guide to Household Solutions
0028631560	Complete Idiot's Guide To Impeachment Of The President
0028627245	Complete Idiot's Guide to Improving your I.Q.
0028627369	Complete Idiot's Guide to Interpreting Your Dreams
0028629426	Complete Idiot's Guide to Investing for Women
0028620445	Complete Idiot's Guide To Investing Like A Pro
0028627105	Complete Idiot's Guide To Irish History And Culture
0028627318	Complete Idiot's Guide To Jazz
0028627113	Complete Idiot's Guide to Jewish History and Culture
002862386X	Complete Idiot's Guide to Jogging and Running
0028621239	Complete Idiot's Guide to Knitting & Crocheting
0028619463	Complete Idiot's Guide to Leadership
0028623886	Complete Idiot's Guide to Learning American Sign Language
0028610431	Complete Idiot's Guide to Learning French on Your Own
0028619625	Complete Idiot's Guide to Learning German On Your Own
0028621255	COMPLETE IDIOT'S GUIDE TO LEARNING ITALIAN ON YOUR OWN
0028610407	Complete Idiot's Guide to Learning Spanish on Your Own
0028627431	Complete Idiot's Guide to Learning Spanish, 2/e
0028629345	Complete Idiot's Guide to Living Longer and Healthier
0028621131	Complete Idiot's Guide to Losing Weight
002862954X	Complete Idiot's Guide to Lost Civilizations
0028627075	Complete Idiot's Guide to Magic Tricks
0028621190	Complete Idiot's Guide to Making Money in Freelancing
0028629329	Complete Idiot's Guide to Making Money In the New Millennium
0028619587	Complete Idiot's Guide to Making Money on Wall Street 2 ed
0028627407	Complete Idiot's Guide to Making Money Through Intuition
0028621654	Complete Idiot's Guide to Managed Health Care
0028629337	Complete Idiot's Guide to Managing People, Second Edition
0028627229	Complete Idiot's Guide to Managing Your Money 2ed
0028614909	Complete Idiot's Guide to Marketing Basics
0028629477	Complete Idiot's Guide to Martial Arts
0028627083	Complete Idiot's Guide to Massage
0028621646	COMPLETE IDIOT'S GUIDE TO MBA
0028629078	Complete Idiot's Guide to Meditation
0028619412	Complete Idiot's Guide to Mixing Drinks
0028631781	Complete Idiot's Guide to Motherhood
0028624165	Complete Idiot's Guide to Motorcycles
0028631137	Complete Idiot's Guide to Palmistry
0028617339	Complete Idiot's Guide to Parenting a Preschooler and Toddler too
0028612779	Complete Idiot's Guide to Parenting Your Teenager
0028619609	complete Idiot's Guide to Perfect Cover Letter
0028624157	Complete Idiot's Guide To Personal Finance in Your 20s And 30s
0028619811	Complete Idiot's Guide to Philosophy
0028649249	Complete Idiot's Guide to Playing the Guitar
0028649257	Complete Idiot's Guide to Playing the Piano
0028617452	Complete Idiot's Guide to Project Management
0028623959	Complete Idiot's Guide To Pro-Wrestling
002862114X	Complete Idiot's Guide to Reaching Your Goals
0028627385	Complete Idiot's Guide to Seduction
0028629302	Complete Idiot's Guide to Self-Esteem
0028629051	Complete Idiot's Guide to Shakespeare
002861965X	Complete Idiot's Guide to Skiing
0028621263	COMPLETE IDIOT'S GUIDE TO SMART MOVING
0028627253	Complete Idiot's Guide to Soccer
0028615395	Complete Idiot's Guide to Starting a Home-Based Business
002861979X	COMPLETE IDIOT'S GUIDE TO STARTING YOUR OWN BUSINESS 2ND EDITION
0028617487	Complete Idiot's Guide to Successful Business Presentation
0028627296	Complete Idiot's Guide to Successful Dressing
0028611012	Complete Idiot's Guide to Surviving Divorce
0028629094	Complete Idiot's Guide To Tai Chi And QiGong
002861092X	Complete Idiot's Guide to Taking Pictures Like a Pro
0028627377	Complete Idiot's Guide to Tarot and Fortune Telling
0028629108	Complete Idiot's Guide To Tennis
0028610970	Complete Idiot's Guide to Terrific Business Writing
0028621301	Complete Idiot's Guide to the Beatles
0028627288	Complete Idiot's Guide to the Bible

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MGR Imprints Alpha and Lazy

ISBN	Description
0028621220	COMPLETE IDIOT'S GUIDE TO THE CIVIL WAR
0028619455	Complete Idiot's Guide To The Perfect Interview
0028617290	Complete Idiot's Guide to the Perfect Marriage
0028619633	Complete Idiot's Guide to the Perfect Wedding, 2ed
0028629434	Complete Idiot's Guide to Time Management, Second Edition
0028627121	Complete Idiot's Guide to Titanic
0028627423	Complete Idiot's Guide to Understanding Alternative Medicine
0028617436	Complete Idiot's Guide to Understanding Football Like A Pro
0028621166	Complete Idiot's Guide to Vitamins and Minerals
0028617479	Complete Idiot's Guide To Wills And Estates
0028627350	Complete Idiot's Guide to WW II
0028619498	Complete Idiot's Guide to Yoga
0028626443	Cook Your Meals The Lazy Way
0028631587	Cooking Vegetarian The Lazy Way
0028630025	Cut Your Spending The Lazy Way
0028610881	Decorating Your Home
0028630017	Feed Your Kids Right The Lazy Way
002862632X	Handle Your Money The Lazy Way
0028631668	Have Fun with Your Kids The Lazy Way
0028630130	Keep Your Kids Busy The Lazy Way
0028631579	Master the Grill The Lazy Way
0028630009	Organize Your Stuff The Lazy Way
0028610903	Organizing Your Life
0028627016	Pocket Guide to Choosing Cigars
0028627008	Pocket Idiot Guide to Bartending
0028627032	Pocket Idiot Guide To Spanish Phrases
0028629272	Pocket Idiot Guide To The Portable Office
0028629442	Pocket Idiot's Guide to America's Golf Courses
0028630785	Pocket Idiot's Guide to Beanie Babies
0028620143	Pocket Idiot's Guide to Car Repair
002862016X	Pocket Idiot's Guide to Choosing Wine
0028620151	Pocket Idiot's Guide to First Aid
0028631463	Pocket Idiot's Guide to French Phrases
0028631773	Pocket Idiot's Guide to German Phrases
0028621182	Pocket Idiot's guide to Home Repair
0028627024	Pocket Idiot's Guide To Horoscopes
0028631471	Pocket Idiot's Guide To Italian Phrases
002863389X	Pocket Idiot's Guide to Living on a Budget
0028621298	Pocket Idiot's Guide to Photography
0028630815	PPK12 Pocket Idiot's Guide To Beanie Babies CD
0028616146	QUICK & EASY GT INVESTING FOR RETIRE
002862999X	Shed Some Pounds The Lazy Way
0028630173	Surf The Net The Lazy Way
0028626478	Take Care of Your Car The Lazy Way
0028617312	Teenage Roadhogs
1567616011	THE COMPLETE IDIOT'S GUIDE TO A GREAT RETIREMENT
0028623932	THE COMPLETE IDIOT'S GUIDE TO A HAPPY HEALTHY HEART
0028623916	THE COMPLETE IDIOT'S GUIDE TO BEATING THE BLUES
1567615104	THE COMPLETE IDIOT'S GUIDE TO BUYING AND SELLING A HOME
0028612744	The Complete Idiot's Guide to Buying or Leasing a Car
0028624068	THE COMPLETE IDIOT'S GUIDE TO CRAFTS WITH KIDS
0028610520	The Complete Idiot's Guide to Dating
0028623908	THE COMPLETE IDIOT'S GUIDE TO DINOSAURS
1567615864	THE COMPLETE IDIOT'S GUIDE TO DOING YOUR INCOME TAXES 1996
0028623940	THE COMPLETE IDIOT'S GUIDE TO GETTING A GOOD NIGHT'S SLEEP
1567615082	THE COMPLETE IDIOT'S GUIDE TO GETTING INTO COLLEGE
0028623924	THE COMPLETE IDIOT'S GUIDE TO GETTING PUBLISHED
1567616089	THE COMPLETE IDIOT'S GUIDE TO GETTING THE JOB YOU WANT
0028624106	THE COMPLETE IDIOT'S GUIDE TO MAKING MONEY AFTER YOU RETIRE
1567615090	THE COMPLETE IDIOT'S GUIDE TO MAKING MONEY ON WALL STREET
1567616372	THE COMPLETE IDIOT'S GUIDE TO MAKING MONEY WITH MUTUAL FUNDS
0028624130	THE COMPLETE IDIOT'S GUIDE TO MAKING MONEY WITH MUTUAL FUNDS 2E
0028610369	The Complete Idiot's Guide to Managing People
1567615309	THE COMPLETE IDIOT'S GUIDE TO MANAGING YOUR MONEY
0028610393	The Complete Idiot's Guide to Managing Your Time
0028623975	THE COMPLETE IDIOT'S GUIDE TO OFFICE POLITICS
156761602X	THE COMPLETE IDIOT'S GUIDE TO PROTECTING YOURSELF FROM
0028624114	THE COMPLETE IDIOT'S GUIDE TO QUILTING
0028623878	THE COMPLETE IDIOT'S GUIDE TO SEARCHING FOR EXTRA-TERRESTRIALS

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MGR Imprints Alpha and Lazy

ISBN	Description
0028624092	THE COMPLETE IDIOT'S GUIDE TO SINGLE PARENTING
0028610385	The Complete Idiot's Guide to Speaking in Public with Confidence
1567615295	THE COMPLETE IDIOT'S GUIDE TO STARTING YOUR OWN BUSINESS
0028624076	THE COMPLETE IDIOT'S GUIDE TO STEPPARENTING
0028623894	THE COMPLETE IDIOT'S GUIDE TO TAE KWON DO
1567615317	THE COMPLETE IDIOT'S GUIDE TO THE PERFECT VACATION
1567615325	THE COMPLETE IDIOT'S GUIDE TO THE PERFECT WEDDING
0028610415	The Complete Idiot's Guide to Trouble-Free Car Care
0028610423	The Complete Idiot's Guide to Trouble-Free Home Repair
0028612736	The Complete Idiot's Guide to Wine
0028610377	The Complete Idiot's Guide to Winning Through Negotiation
0028617304	The Complete's Idiot's Guide To The World's Religions
0028628594	Complete Idiot's Travel Guide To Washington, D.C., 1st Edition
0028623045	Complete Idiot's Travel Guide to San Francisco, 1st Editon
0028623002	Complete Idiot's Travel Guide to Planning Your Trip to Europe, First Edition
0028628349	Complete Idiot's Travel Guide to Paris, 1st edition
0028622979	Complete Idiots Travel Guide to New York City, 1st Edition
002862579X	Complete Idiot's Travel Guide to Mexico's Beach Resorts, 1st Edition
0028628993	Complete Idiot's Travel Guide to London, 1st Edition
0028622995	Complete Idiot's Travel Guide to Las Vegas, 1E
0028624173	Complete Idiot's Travel Guide to Hawaii, 1st Edition
0028623029	Complete Idiot's Travel Guide to Cruise Vacations, First Edition
0028629124	Complete Idiot's Travel Guide to Boston, 1st Edition
0028622987	Complete Idiots Guide to Walt Disney World, 1st Edition
0028626842	Complete Idiot's Guide To Tax Write Offs
0876053274	Complete Idiot's Guide to Setting Up a Freshwater Aquarium
1582450404	Complete Idiot's Guide to Raising a Puppy
1582450420	Complete Idiot's Guide to Jack Russell Terrier
0028628802	Complete Idiot's Guide to Grilling
0028610962	COMPLETE IDIOT'S GUIDE TO GARDENING
0028626826	Complete Idiot's Guide To Doing Your Income Taxes 1999
0028628616	Complete Idiot's Guide to Cooking Soups
0028628799	Complete Idiot's Guide To Being A Vegetarian
158245034X	Complete Idiot's Guide to a Well-Trained Dog
1582450331	Complete Idiot's Guide to a Golden Retriever
0028630084	Complete Idiot's Guide to a Beautiful Lawn

TRANSFER AGREEMENT

between

MACMILLAN GENERAL REFERENCE USA INC.

and

AHSUOG INC.

Dated: August 2, 1999

1-NY/988539.5

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Schedule A Assumed Titles
Schedule B Transferred Employees

TRADEMARK
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TRANSFER AGREEMENT

This TRANSFER AGREEMENT (this "Agreement"), dated August 2, 1999, between MACMILLAN GENERAL REFERENCE USA INC., a Delaware corporation ("MGR"), and AHSUOG INC., a California corporation ("Ahsuog").

WITNESSETH:

WHEREAS, MGR is engaged in (a) the business of publishing (or licensing or sublicensing for publication) the Elements Titles and titles published under the imprints, series, colophons or brands *The Complete Idiot's Guides* and *The Lazy Way* and (b) the library reference publishing business (collectively, the "Assumed Business");

WHEREAS, Pearson Education, Inc., a Delaware corporation ("Pearson"), and IDG Books Worldwide, Inc., a Delaware corporation ("IDG"), are parties to that certain Stock Purchase Agreement dated as of June 29, 1999 (as in effect on the date hereof, the "Purchase Agreement"), which Purchase Agreement contemplates that, immediately following the consummation of the transactions contemplated by this Agreement, IDG will purchase all of the issued and outstanding stock of MGR; and

WHEREAS, MGR desires to transfer, sell and assign the Assumed Business Assets, the Assumed Receivables and the Assumed Liabilities (each as herein defined) to Ahsuog, and Ahsuog desires to accept all of the Assumed Business Assets and the Assumed Receivables and to assume all of the Assumed Liabilities, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

TRANSFER OF ASSETS; ASSUMPTION OF LIABILITIES

1.01 Transfer of Assets.

(a) Assumed Business Assets. Effective as of the Effective Time, MGR hereby sells, transfers, conveys and assigns to Ahsuog all of MGR's right, title and interest in, to and under all of the assets used or held for use primarily in connection with the Assumed Business including, without limitation, the following assets (collectively, the "Assumed Business Assets"):

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(i) the Elements Titles and all titles published under the imprints, series, colophons or brands *The Complete Idiot's Guides* and *The Lazy Way*, including without limitation the titles set forth on Schedule A hereto (collectively, the "Assumed Titles");

(ii) all copyrights, trademarks and other Intellectual Property relating primarily to any Assumed Title or otherwise to the Assumed Business;

(iii) all inventories of raw materials, work-in-process, finished goods, products under research and development and other supplies, packaging materials and other accessories related thereto which are used or held for use by MGR primarily in the conduct of the Assumed Business;

(iv) all Contracts which relate primarily to any Assumed Title or to the Assumed Business (the "Assumed Contracts");

(v) all accounts receivable and notes, bonds and other evidences of rights to receive payments arising out of sales ("Accounts Receivable"), to the extent that such sales occurred in the conduct of the Assumed Business; and

(vi) all rights, claims, privileges and causes of action of MGR relating primarily to the Assumed Business or any Assumed Business Asset or relating to any Assumed Liability.

(b) Assumed Receivables. Effective as of the Effective Time, to the extent that the same do not constitute Assumed Business Assets, MGR hereby sells, transfers, conveys and assigns to Ahsuog all of MGR's right, title and interest in, to and under all Accounts Receivable of MGR as of the Effective Time (determined using the same accounting policies, principles and methodologies used in preparing the 1998 Pro Forma Financial Statements and the Statement of Adjusted Assets set forth in Schedule 2.06(a) to the Purchase Agreement and using the Specified Accounting Policies) (the "Assumed Receivables"), other than the Excluded Receivables.

(c) Excluded Receivables. Notwithstanding anything in this Agreement to the contrary, the following Accounts Receivable of MGR (the "Excluded Receivables") shall be excluded from and shall not constitute Assumed Receivables:

(i) net Accounts Receivable under MGR's Contracts with Weight Watchers International, Inc.;

(ii) net Accounts Receivable attributable to the production and sale of "Chek Chart" products; and

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(iii) net subrights receivables.

1.02 Liabilities.

(a) Assumed Liabilities. In consideration of the sale, transfer, conveyance and assignment to it of the Assumed Business Assets and the Assumed Receivables pursuant to this Agreement, effective as of the Effective Time, Ahsuog hereby assumes and agrees to pay, perform and discharge when due all of the following liabilities and obligations of MGR (the "Assumed Liabilities"), and no others:

(i) all liabilities and obligations of MGR that relate primarily to the conduct of the Assumed Business, including without limitation (x) all liabilities and obligations of MGR with respect to accounts payable of MGR that relate primarily to the conduct of the Assumed Business, (y) all liabilities and obligations of MGR under or in respect of the Assumed Contracts and (z) the Assumed Business Employment Liabilities;

(ii) all liabilities and obligations of MGR with respect to all accounts payable of MGR as of the Effective Time (determined using the same accounting policies, principles and methodologies used in preparing the 1998 Pro Forma Financial Statements and the Statement of Adjusted Assets set forth in Schedule 2.06(a) and using the Specified Accounting Policies) other than any such accounts payable which constitute Retained Liabilities (as defined below);

(iii) to the extent not included in subparagraph (i) or (ii) above, all liabilities and obligations of MGR with respect to accounts payable for paper, printing, binding and other similar tangible items received by MGR prior to the Effective Time (whether or not invoices therefor are received before or after the Effective Time), but only to the extent that such items were used in preparing products which are reflected in MGR's inventory as set forth in the Final AA Statement;

(iv) all liabilities and obligations of MGR with respect to the fees, charges and disbursements of third party providers of marketing, consulting and other professional services and occupancy services (whether or not invoices therefor are received before or after the Effective Time), but only to the extent that such fees, charges and disbursements are for services rendered prior to the Effective Time; and

(v) all liabilities and obligations of MGR (including, without limitation, Tax liabilities) that arise from the sale, transfer, conveyance and assignment of the Assumed Business Assets to Ahsuog pursuant hereto.

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From and after the Effective Time, (A) MGR shall have no liability for the Assumed Liabilities and (B) Ahsuog shall discharge in a timely manner or make adequate provision for all of the Assumed Liabilities, provided that Ahsuog shall have the ability to contest, in good faith, any claim of liability asserted in respect thereof by any Person.

(b) Retained Liabilities. Notwithstanding anything in this Agreement to the contrary, all liabilities and obligations of MGR other than the Assumed Liabilities shall be retained by MGR (the "Retained Liabilities") including, without limitation, the following:

(i) all accounts payable (including, for this purpose, accrued liabilities and deferred revenues) attributable to the production and sale of "Chek Chart" products; and

(ii) all obligations and liabilities of MGR under or in respect of Contracts (other than the Assumed Contracts), including, without limitation, all obligations to make guaranteed payments under MGR's Contracts with Weight Watcher's International, Inc.

Ahsuog shall have no liability for the Retained Liabilities. MGR shall discharge in a timely manner or shall make adequate provision for all of the Retained Liabilities, provided that MGR shall have the ability to contest, in good faith, any claim of liability asserted in respect thereof by any Person.

1.03 Employee Matters.

Effective as of the Effective Time, the employment of all employees of MGR identified on Schedule B hereto shall be transferred to Ahsuog, and Ahsuog shall assume all liabilities and obligations of MGR (including liabilities and obligations for compensation and benefits) related to the employment of such employees by MGR (the "Assumed Business Employment Liabilities").

1.04 Further Assurances; Post-Closing Cooperation.

(a) Further Assurances. At any time or from time to time after the Closing, at Ahsuog's request and expense, MGR shall, or shall cause its Affiliates to, execute and deliver to Ahsuog such proper instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Ahsuog may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Ahsuog, and to confirm Ahsuog's title to, all of the Assumed Business Assets and the Assumed Receivables, and, to the full extent permitted by Law, to put Ahsuog in actual possession and operating control of the Assumed Business, the Assumed Business Assets and the Assumed Receivables and to assist Ahsuog in exercising all rights with respect thereto, and otherwise to cause MGR to fulfill its obligations under this Agreement. Following the Closing, IDG and

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Pearson shall each forward to the other any invoices that each receives which relates to any goods or services provided to MGR for which it is not liable hereunder, and the other party shall directly pay such invoice or such portion thereof for which it is liable hereunder, provided that, the party responsible for such invoice shall be permitted, at its option, to contest such liability in good faith by appropriate proceedings initiated directly with the creditor in question.

(b) Power of Attorney. Effective on the Closing Date, MGR constitutes and appoints Ahsuog the true and lawful attorney of MGR, with full power of substitution, in the name of MGR, but on behalf of and for the benefit of Ahsuog, at all times from and after the Effective Time: (i) to demand, receive and collect from time to time all or any of the Assumed Business Assets and Assumed Receivables and to make endorsements and give receipts and releases for and in respect of the same or any part thereof; (ii) to institute, prosecute, compromise and settle any and all Actions that Ahsuog may deem proper in order to collect, assert or enforce any claim, right or title of any kind in, to or under any of the Assumed Business Assets or Assumed Receivables, (iii) to defend, compromise and settle any and all Actions in respect of any of the Assumed Business Assets or Assumed Receivables; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as Ahsuog shall deem desirable. MGR acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason. MGR shall execute and deliver to Ahsuog at the Closing an acknowledged power of attorney to the foregoing effect. Ahsuog shall indemnify and hold harmless MGR from any and all Losses caused by or arising out of any breach of Law by Ahsuog in its exercise of such power of attorney.

ARTICLE II

EFFECTIVENESS OF AGREEMENT

On the Closing Date, as of the time (the "Effective Time") immediately prior to the effective time of the Closing, subject only to (1) the due execution and delivery of the Purchase Agreement and (2) the prior or contemporaneous satisfaction (or waiver by the appropriate Person) of all of the conditions set forth in Article VIII of the Purchase Agreement, this Agreement shall be deemed to be effective and consummated and shall be binding on and enforceable against the parties hereto, provided that if the Closing Date shall for any reason not occur on the date hereof, this Agreement shall be deemed to be rescinded and shall be void and of no force or effect.

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ARTICLE III

DEFINITIONS

3.01 Definitions.

(a) As used in this Agreement, the following defined terms shall have the meanings indicated below:

"Agreement" means this Transfer Agreement and the Schedules hereto, as the same may be amended from time to time.

"Ahsuog" has the meaning ascribed to it in the introductory paragraph of this Agreement.

"Assumed Business" has the meaning ascribed to it in the recitals to this Agreement.

"Assumed Business Assets" has the meaning ascribed to it in Section 1.01(a).

"Assumed Contracts" has the meaning ascribed to it in Section 1.01(a).

"Assumed Liabilities" has the meaning ascribed to it in Section 1.02(a).

"Assumed Receivables" has the meaning ascribed to it in Section 1.01(b).

"Assumed Titles" has the meaning set forth in Section 1.01(a).

"Effective Time" has the meaning ascribed to it in Article II.

"Excluded Receivables" has the meaning ascribed to it in Section 1.01(c).

"IDG" has the meaning ascribed to it in the recitals to this Agreement.

"MGR" has the meaning ascribed to it in the introductory paragraph of this Agreement.

"Pearson" has the meaning ascribed to it in the recitals to this Agreement.

"Retained Liabilities" has the meaning ascribed to it in Section 1.02(b).

(b) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the

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plural or singular number, respectively; (iii) the terms "hereof", "herein", "hereby" and derivative or similar words refer to this entire Agreement; and (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement.

3.02 Certain Capitalized Terms.

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

ARTICLE IV

MISCELLANEOUS

4.01 Notices.

All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile transmission or mailed by prepaid first class certified mail, return receipt requested, or mailed by overnight courier prepaid, to the parties at the following addresses or facsimile numbers:

If to MGR, to:

IDG Books Worldwide, Inc.
919 E. Hillsdale Blvd., Suite 400
Foster City, California 94404
Attention: Chief Financial Officer
Telecopier: (650) 655-3294

with a copy to:

Fulbright & Jaworski L.L.P.
666 Fifth Avenue, 31st Floor
New York, New York 10103
Attention: Warren Nimetz, Esq.
Telecopier: (212) 752-5958

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If to Ahsuog, to:

Pearson Education, Inc.
One Lake Street
Upper Saddle River, New Jersey 07458
Attention: Robert Dancy, Esq.
Telecopier: (201) 818-8749

with copies to:

Pearson Inc.
30 Rockefeller Plaza
50th Floor
New York, New York 10112
Attention: President
Telecopier: (212) 641-2500

Pearson plc
3 Burlington Gardens
London W1X 1LE
Attention: Company Secretary
Telecopier: 011-44-171-411-2390

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Charles Engros, Esq.
Telecopier: (212) 309-6273

All such notices, requests and other communications will (i) if delivered personally to the address as provided in this Section 4.01, be deemed given upon delivery, (ii) if delivered by facsimile transmission to the facsimile number as provided in this Section 4.01, be deemed given upon receipt, (iii) if delivered by mail in the manner described above to the address as provided in this Section 4.01, be deemed given on the earlier of the third Business Day following mailing or upon receipt and (iv) if delivered by overnight courier to the address as provided in this Section 4.01, be deemed given on the earlier of the first Business Day following the date sent by such overnight courier or upon receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 4.01). Any party hereto from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to each other party hereto.

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4.02 Entire Agreement.

This Agreement supersedes all prior discussions and agreements between the parties hereto with respect to the subject matter hereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof .

4.03 Waiver.

Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by Law or otherwise afforded, will be cumulative and not alternative.

4.04 Amendment.

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

4.05 No Third Party Beneficiary.

The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other Person.

4.06 No Assignment; Binding Effect.

This Agreement shall not be assigned by operation of law or otherwise, except that after the Effective Time, either MGR or Ahsuog may assign any or all of its rights and obligations under this Agreement to any of its Affiliates; provided, however, that no such assignment shall release MGR or Ahsuog, as the case may be, from any liability hereunder. Subject to the immediately preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

4.07 Headings.

The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

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4.08 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

4.09 Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto by a duly authorized officer of each such party as of the date first above written.

MACMILLAN GENERAL REFERENCE USA INC.

By: _____
Name: Robert Dancy
Title: Senior Vice President and Secretary

AHSUOG INC.

By: _____
Name: Robert Dancy
Title: Senior Vice President and Secretary

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SCHEDULE B

Gary Krebs
Carl Fischer
Phil Kitchell
Amy Zavatto
Amy Gordon
Randi Ladenheim-Gill
Michelle Reed
David Thomas
Mary Hunt
Angela Calvert
Kelly Cain

1-NY/988539.5

RECORDED: 08/17/1999