

10-22-1999



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10-15-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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)

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

10/22/1999 DNGUYEN 00000056 1678537

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 25.00 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

**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)**

**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.)  
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.

Robert J. Shaw  
Name of Person Signing

  
Signature

Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, Rodale Inc., a Pennsylvania Corporation having its principal place of business at 33 East Minor Street, Emmaus, Pennsylvania 18098-0099 ("Assignor"), owns, has adopted, has used and is using that certain trademark and trade name known as "Body Bulletin", registered in the United States Patent and Trademark Office at registration number 1,678,537, registered March 10, 1992 and registration number 2,193,589, registered October 6, 1998;

WHEREAS, Scott Publishing, Inc., a Washington corporation with its principal place of business located at 420 5<sup>th</sup> Avenue South, Suite D, Edmonds, Washington 98020 ("Assignee") desires to acquire the entire right, title and interest in and to the above identified name and mark, and in the registration and any applications for registration thereof, together with the goodwill of the business associated with such mark, and every depiction, representation, logo or manner of display of said trademark, trade name or logo (the "Marks").

NOW THEREFORE, in consideration of the mutual promises set forth in an Agreement dated as of September 28, 1999, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and assigns, all of assignors right, title and interest, whether statutory, register or at common law, in and to the Marks, and any renewals or extensions thereof, and the goodwill of the business associates with such Marks, together with any and all registrations and pending applications therefore and any and all foreign rights and any and all files and records relating thereto, and the right to recover for past infringements of the Marks.

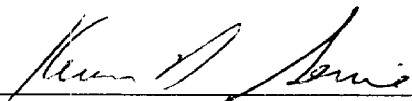
Assignor represents and warrants that it has good and marketable title to the Marks hereby assigned, that it has the right to assign and transfer the same, and that said Marks are free and clear

of all liens and encumbrances. Assignor, for itself, its successors and assigns, covenants and agrees to warrant and defend the said Marks unto the Assignee, its successors and assigns, against the claims of any person.

Assignor agrees to execute any further documents and to do such other acts (without any expenditure of monies) as maybe necessary and proper to vest all right, title and interest in and to the Marks in Assignee. In the event that Assignee is unable, after reasonable effort, to secure Assignor's signature on any further documents necessary to do so, Assignor hereby designates Assignee as its agent and attorney-in-fact, to act for and in its stead to execute and file any such papers or documents and to do all such other lawfully permitted acts, and things to accomplish such purpose with the same legal force and effect as if done by Assignor.

IN WITNESS WHEREOF, the Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 28<sup>th</sup> day of September, 1999.

RODALE INC.

BY: 

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF LEHIGH :

SS.

On this 28th day of September, 1999, before me appeared Kevin D.

Senie, the person who signed this instrument, who acknowledged that he signed

it as a free act on behalf of Rodale Inc.

Jane E. Pascarella  
Notary Public

My commission expires:

(SEAL)

