

05-08-2000



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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

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

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
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- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

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

05/08/2000 DNGUYEN 00000084 200052 74688140 FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 325.00 CH

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**Domestic Representative Name and Address**

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Address (line 2)

Address (line 3)

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**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="74/688,140"/>	<input type="text" value="75/208,963"/>	<input type="text" value="75/508,326"/>
<input type="text" value="75/597,118"/>	<input type="text" value="75/508,325"/>	<input type="text" value="74/650,210"/>
<input type="text" value="75/208,964"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,011,892"/>	<input type="text" value="2,301,140"/>	<input type="text" value="2,254,620"/>
<input type="text" value="1,178,040"/>	<input type="text" value="1,751,263"/>	<input type="text" value="2,293,785"/>
<input type="text" value="2,052,108"/>	<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.)

Deposit Account Number:

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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.

Christine E. Wilson

Name of Person Signing

Signature

4/14/00

Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, Out Publishing, Inc., a corporation organized and existing under the laws of the state of Delaware (the "Assignor"), having a place of business at 110 Greene Street, New York, New York 10012, has adopted, used, is using, and is the owner of certain trademarks, service marks and trade names listed in the Schedule A attached hereto and incorporated herein by this reference (collectively, the "Marks") and is the owner of the corresponding trademark registrations and applications listed in Schedule A; and

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith between Assignor and Liberation Publications, Inc. ("LPI"), Assignor has agreed to assign the Marks and the corresponding registrations and applications to Triangle Marketing Services, Inc., a corporation organized and existing under the laws of the state of Delaware, having a place of business at 80 Eighth Avenue, Suite 305, New York, New York, 10011 ("Assignee"), as the nominee of LPI.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title, and interest, whether statutory or at common law, in, to and under the following:

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, including but not limited to the Marks (collectively, the "Intellectual Property"), all prints and labels on which any of the foregoing have appeared or appear, all designs and general intangibles of like nature; all registrations and recording of any of the foregoing, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; all renewals or extensions of the foregoing, including, without limitation, those referred to on Exhibit A hereto; all causes of action for any and all previously occurring infringements of any rights assigned pursuant to this Trademark Assignment and the right to receive and retain the proceeds relating to those infringements together with the goodwill of the business symbolized by the foregoing (including but not limited to the goodwill of the business symbolized by the Marks);

(b) all rights of the Assignor under any written agreement granting Assignor any right to use any Mark or any other item of Intellectual Property, or any registration thereof, including without limitation, those referred to on Exhibit A hereto; and

(c) all proceeds of the foregoing, including without limitation, license royalties.

Assignor agrees to execute and deliver, or cause to be executed and delivered, all such documents and instruments and do all such things as may be necessary and proper to carry out and effectuate the interests and purposes of this Trademark Assignment; and particularly, without limiting the generality of the foregoing, Assignor will execute and deliver, or cause to be executed and delivered, to Assignee such documents and instruments as may be necessary and

proper to vest in Assignee the rights herein assigned to Assignee as a matter of record in the United States Patent and Trademark Office, all without further payment by or cost or expense to Assignee other than customary recording charges. In the event that Assignor shall fail or refuse to execute and deliver any such documents or instruments, Assignor hereby grants to Assignee a power of attorney for the purpose of doing any such things and/or executing any such further documents or instruments, but without the obligation to do so, on Assignor's behalf, and if Assignor has the power to execute any such documents or instruments for or on behalf of any of Assignor's predecessors or other parties, Assignor hereby assigns and delegates such power to Assignee.

[remainder of page intentionally left blank, signatures follow]



Schedule A

Trademark	Classes	Reg No	Serial No
<i>US Trademarks</i>			
Out Classics	9	R2011892	75-009034
HIV Plus	16	R2301140	75-633854
Navigator	16	R2254620	75-545918
Out	16	R1178040	73-227464
Out	16	R1751263	74-279928
Radar	16	R2293785	75-545919
Out.com	42	R2052108	75-009033
<i>Other US Trademarks</i>			
Out Media	9,16,36,41		74-688140
Out Records	9	Abandoned	75-208963
Out to Party	16		75-508326
P.E.	16		75-597118
HIV +	16	Abandoned	75-508325
OutWorld	16,25,42	Abandoned	74-650210
Makeout	42	Not pursued	75-208964
Catch		Not applied for	
<i>Foreign Trademarks</i>			
Out, Canada	NA	Reg 1/7/94 421908	
Out, Eur Un	16, 41	Published, no opp filed	
Out, So Africa	16	Pending (app 9823501)	
Out, So Africa	42	Pending (app 9823502)	