

06-26-2000



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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
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

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)
City State/Country Zip Code

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

06/26/2000 DNGUYEN 00000075 170055 687250

FOR OFFICE USE ONLY

00 FC:481 40.00 CH

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 (0851-0027), 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: 002092 FRAME: 0193

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.

Marta S. Levine

Marta Levine

May 31, 2000

Name of Person Signing

Signature

Date Signed

ATTACHMENT 3

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, BABKA PUBLISHING CO., an Iowa corporation ("Babka") and Babka's majority shareholder, E. A. Babka, ("E. A. Babka"; sometimes Babka and E. A. Babka are referred to herein collectively as "Sellers"), pursuant to an Asset Purchase Agreement (the "Agreement") dated December 31, 1991, by and among Sellers and LANDMARK SPECIALTY PUBLICATIONS, INC., a Virginia corporation ("Buyer"), for the consideration set forth in the attached Schedule A and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer, set over and convey unto Buyer all of the Sellers' right, title and interest in and to all the assets relating to Sellers' publishing business ("Publishing Business"), which the Publishing Business comprises the publications described in Attachment 1 to the Agreement (the "Publications"), except those assets set forth on Schedule B to this Bill of Sale. The assets to be sold hereunder include, but are not limited to, those assets set forth on Schedule A, as well as (i) the furniture, fixtures, equipment, inventory (including returns), materials and supplies, and other tangible property used in the Publishing Business (as defined in the Agreement); (ii) ownership and/or license rights in all trademarks, trade names, service marks, copyrights, slogans and assumed names (with goodwill) used in the Publishing Business (including those set forth in Schedule

D); leases and contracts (including those set forth on Schedule E); rights to security and other deposits and account credits; and other intangible property pertaining to the Publishing Business; (iii) lists of all employees, advertisers, delivery personnel, distribution points, subscribers and suppliers of the Publishing Business, some of which lists are attached hereto as Schedule F, and Sellers' other files, data, books and records relating to the Publishing Business (Sellers may keep copies of all records turned over to Buyer and Buyer agrees to provide access and/or copies of any such records to Sellers upon reasonable notice; Buyer further agrees to retain any such records which constitute financial records for six (6) years from the Closing Date); (iv) all other items of tangible property, whether real, personal or mixed, owned by Sellers and used in connection with the Publishing Business and located in, on or about any of the locations at which the Publishing Business is conducted and any replacements or additions thereto after the date hereof; (v) all other assets (including intangible assets) relating to and used in connection with the operation of the Publishing Business of every kind and nature owned by Sellers, including contract rights, licenses, franchise rights, privileges and to the extent the same are assignable, business licenses, certificates of occupancy and other governmental and regulatory licenses and permits, relating to the Publishing Business, and all telephone, telex, telecopy and telecommunication numbers that

relate to the Publishing Business; and (vi) all outstanding and contingent claims of Sellers (other than the Accounts Receivable, as defined in the Agreement) against third parties arising out of the operation of the Publishing Business, and all unexpired warranties and guaranties now in effect with respect to any of the assets sold hereunder (all such assets sold and assigned hereunder are the "Assets").

Sellers hereby represent and warrant to Buyer that: Sellers are the lawful owners of the Assets; the Assets are free from all judgments, liens or encumbrances except those disclosed in writing to Buyer on Schedule C and the obligation to perform future services attendant to the contracts assumed by Buyer in that certain Assumption Agreement of even date herewith; Sellers have the power and authority to sell the Assets; and Sellers will warrant and defend the same against the lawful claims and demands of all persons.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever.

Sellers agree for tax reporting purposes to be bound by the price allocations for the Assets as set forth on Schedule A.

Sellers shall remain liable for the performance of all obligations arising from events first occurring prior to the date hereof in connection with the Assets assigned above and Sellers shall indemnify and save Buyer harmless from and against any loss, damages, claims, liabilities and expenses (including

reasonable attorneys fees) in connection with such obligations. Except for obligations relating to matters under the leases and contracts assumed by Buyer arising from events first occurring after the date of this Bill of Sale and Assignment, Buyer assumes no liabilities of Sellers whatsoever except those relating to the Assets which are specifically assumed by Buyer pursuant to that certain Assumption Agreement among the parties of even date herewith. Prorations with respect to the Assets and the Publishing Business are set forth on Schedule G. With respect to the Assets sold hereunder, and should additional assets properly deemed to be part of the Assets later be discovered at any time, Sellers shall cooperate however necessary to effect or complete the transfer of such assets to Buyer, free and clear of all judgments, liens or other encumbrances of any kind. The costs associated with clearing title to the Assets, and otherwise releasing the Assets from any liens or encumbrances, shall be borne by Sellers, who shall act with all due diligence to clear any such title to the Assets and otherwise release the Assets from any liens or encumbrances and to provide Buyer with satisfactory evidence thereof.

The obligations of Sellers hereunder shall be jointly and severally undertaken by each of the parties constituting Sellers.

This Bill of Sale and Assignment shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale
and Assignment this 31st day of December, 1991.

HABKA PUBLISHING CO., an
Iowa corporation

By: Edward A. Babka
Print Name: Edward A. Babka
Title: President

Edward A. Babka
EDWARD A. BABKA

**SCHEDULE D
TO ATTACHMENT 3**

License, Permits, Marks, Etc.

(Sellers to list all licenses, permits, trademarks, trade names, service marks copyrights, slogans and assumed names used in the Publishing Business. With respect to each, Sellers to list (i) the owner and/or user, (ii) any assignments thereof and any agreements relating to the use or sharing of the rights thereunder, (iii) all state and federal registration and renewal numbers, and (iv) any statutorily required filings made by Sellers to permit and to make use of each. Further, as to each, Sellers to list all claims pending or threatened with respect to the alleged infringement of any of the foregoing.)

1. "The Antique Trader Weekly"

Owner: Babka Publishing Co.
User: Babka Publishing Co.
Assignments: None
Registration/Renewal Numbers: None
Filings: None
Claims: None

2. "Price Guide to Antiques and Collectors' Items"

Owner: Babka Publishing Co.
User: Babka Publishing Co.
Assignments: None
Registration/Renewal Numbers: None
Filings: None
Claims: None

3. "Antiques and Collectibles Price Guide"

Owner: Babka Publishing Co.
User: Babka Publishing Co.
Assignments: None
Registration/Renewal Numbers: None
Filings: None
Claims: None

4. "The Antique Trader" See Attached

Owner: Edward A. Babka d/b/a The Babka Publishing Co.
User: Babka Publishing Co.
Assignments: None
Registration Number: U. S. 687250
Filings: U. S. Patent Office
Claims: None

5. "The Antiques Journal" See Attached

Owner: Babka Publishing Co.
User: Babka Publishing Co.
Assignments: None
Registration Number: 1,092,790
Filings: U. S. Patent Office
Claims: None

6. Postal Permit if assignable



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Direct Dial: (414) 277-5675
E-Mail Address: msl@quarles.com

May 31, 2000

FEE

U. S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, D. C. 20231

Re: Request for Correction of Recordation of
Assignment Document

Registrant: Krause Publications, Inc.
Mark: THE ANTIQUE TRADER (Block Letters)
Registration No.: 687,250
Issue Date: October 27, 1959

Dear Sirs:

This letter is to request correction of the recordation of an Assignment Document pertaining to the above registration, which was recorded on May 18, 1992 at Reel/Frame 0871/0134.

The document recorded on May 18, 1992 contained clerical errors in the names of the parties in the transaction. The correct document (a copy of which is enclosed for recordation, with a cover sheet) shows the assignment of the mark and registration from Babka Publishing Co. to Landmark Specialty Publications, Inc.

Please charge deposit account No. 17-0055 for the recordation fee of \$40.00 (and any other amounts necessary to effect this action), in accordance with the enclosed trademark cover sheet.

Thank you for your assistance in this matter. If you have any questions on this matter, please do not hesitate to call me.

Very truly yours,

QUARLES & BRADY LLP

Marta S. Levine
Marta S. Levine

msl/kt - Enclosures

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TRADEMARK
REEL: 002092 FRAME: 0202



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West Palm Beach

Direct Dial: (414) 277-5675
E-Mail Address: msl@quarles.com

May 31, 2000

FEE

U. S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, D. C. 20231

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Very truly yours,

QUARLES & BRADY LLP

Marta S. Levine
Marta S. Levine

msl/kt - Enclosures

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TRADEMARK
REEL: 002092 FRAME: 0203

Affidavit

STATE OF WISCONSIN)
)
WAUPACA COUNTY)

The undersigned, being sworn, hereby deposes and says that:

The attached photocopy of the Bill of Sale and Assignment,
by and between Babka Publishing Co., E. A. Babka, and Landmark
Specialty Publications, Inc., dated as of December 31, 1991, is a
true and correct copy of the original executed document.

Bruce J. Meagher

Name: Bruce J. Meagher

Personally came before me this 23rd day of May, 2000 the
above-named individual, to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Beverly Hallman

(SEAL)

Notary Public, State of Wisconsin
My commission expires 1/13/2002