

10-23-2000



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10.6.00

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

Name

Execution Date  
Month Day Year

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 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

FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 002159 FRAME: 0248

**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)**

<input type="text" value="75/509844"/>	<input type="text" value="75/833360"/>	<input type="text" value="75/744597"/>
<input type="text" value="75/887947"/>	<input type="text" value="75/744596"/>	<input type="text" value="75/744595"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1982904"/>	<input type="text" value="1959624"/>	<input type="text" value="2198665"/>
<input type="text" value="1604583"/>	<input type="text" value="2048648"/>	<input type="text" value="2226139"/>
<input type="text" value="1900221"/>	<input type="text" value="2281079"/>	<input type="text" value="2271189"/>

**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.

Lisa Rosenburgh  
Name of Person Signing

Lisa Rosenburgh  
Signature

9/26/00  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name **Goldhirsh Group, Inc.**

**08/10/2000**

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization **Massachussetts**

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name **Gruner + Jahr Printing and Publishing Co.**

DBA/AKA/TA

Composed of **Gruner + Jahr USA Group Inc., a Delaware corporation; BGJ Enterprises, Inc., a Delaware corporation; Asset Beteiligungsgesellschaft GmbH & Co., a German Limited Partnership; and Gerd Schulte-Hillen, a german citizen**

Address (line 2) **375 Lexington Avenue**

Address (line 3) **New York** **New York** **10017-5514**  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization **Delaware**

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 the Assignment.)

**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)


1207153	2262408	1332073
1332072	1852718	2245750
1820499	1890134	2329766
2262407		

**ASSIGNMENT AGREEMENT  
FOR  
INTELLECTUAL PROPERTY**

This Agreement (the "Agreement") is made on this date by and between GOLDHIRSH GROUP, INC., a Massachusetts corporation (the "Assignor"), and GRUNER + JAHR PRINTING AND PUBLISHING CO., a Delaware general partnership on behalf of its division, GRUNER + JAHR USA PUBLISHING (the "Assignee").

WHEREAS, Assignor has used in its business and owns certain domestic and foreign common law and registered copyrights, trademarks and service marks, including those set forth on Exhibit A (collectively, the "Trademarks");

WHEREAS, Assignor desires to sell, transfer, and deliver, and Assignee desires to purchase and receive, all right, title and interest in and to the Trademarks and the goodwill of the business associated with each of said Trademarks;

WHEREAS, Assignor has used and is the registered owner of the domain names set forth on Exhibit B (the "Domain Names"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated June 22, 2000, by and among Assignee, inc.com Acquisition LLC and Inc. Acquisition LLC, Assignor and inc.com Incorporated.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Assignor hereby assigns, sells, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks together with all goodwill associated with the Trademarks collectively and individually, the respective registrations and applications for registration of the Trademarks, and the right to sue for infringement of the Trademarks.

2. Registration of Trademarks. Assignor hereby requests the Commissioner for Trademarks, and the Registering Authority of any designated country responsible for registering any Trademark, to issue the corresponding Certificate of Registration to Assignee, including any pending applications in the United States or in any other country for registration of the Trademarks listed in Exhibit A.

3. Assignment of Domain Names. Assignor hereby assigns, conveys, transfers and delivers to Assignee all of Assignor's right, title and interest in and to the Domain Names together with all goodwill associated with the Domain Names collectively and individually, the respective registrations of the Domain Names and the right to sue for infringement of the Domain Names.

4. Representations and Warranties; Conflict with Purchase Agreement. This Agreement is subject to the representations and warranties contained in the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

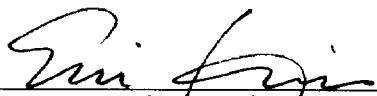
5. Consideration. No additional consideration is being paid for the covenants and agreements contained herein, it being understood that the consideration being paid by Assignee to Assignor pursuant to the Purchase Agreement constitutes full and adequate consideration for the covenants and agreements hereunder.

6. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in one or more counterparts, which together shall constitute one agreement.

7. Survival. The provisions of this Agreement shall survive the delivery of the Trademarks and Domain Names. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is, to that extent, to be deemed omitted and the balance of the Agreement shall remain enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GOLDHIRSH GROUP, INC.

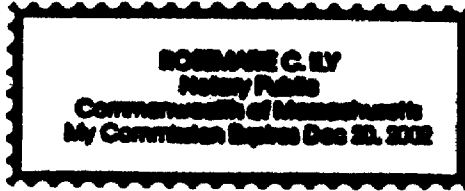
By:   
Name: ERIC CRISS  
Title: Vice Chairman

GRUNER + JAHR PRINTING AND PUBLISHING CO.

By: \_\_\_\_\_  
Name:  
Title:

Commonwealth of Massachusetts )  
 ) ss  
Suffolk County )

Before me this 9th day of August, 2000, personally appeared Eric Kriss, who acknowledged him/herself to be an officer of Goldhirsh Group, Inc., a Massachusetts corporation, and that he/she executed the foregoing instrument as his/her free act and deed and for the purposes stated in it.



Rosemarie C. Ly  
Notary Public

My commission expires on Dec. 20, 2002.

\*\*\*\*\*

Commonwealth of Massachusetts )  
 ) ss  
\_\_\_\_\_ County )

Before me this \_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared \_\_\_\_\_, who acknowledged him/herself to be a(n) \_\_\_\_\_ of Gruner + Jahr Printing and Publishing Co., a Delaware general partnership, and that he/she executed the foregoing instrument as his/her free act and deed and for the purposes stated in it.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

4. Representations and Warranties; Conflict with Purchase Agreement. This Agreement is subject to the representations and warranties contained in the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

5. Consideration. No additional consideration is being paid for the covenants and agreements contained herein, it being understood that the consideration being paid by Assignee to Assignor pursuant to the Purchase Agreement constitutes full and adequate consideration for the covenants and agreements hereunder.

6. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. This Agreement may be executed in one or more counterparts, which together shall constitute one agreement.

7. Survival. The provisions of this Agreement shall survive the delivery of the Trademarks and Domain Names. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is, to that extent, to be deemed omitted and the balance of the Agreement shall remain enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GOLDHIRSH GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

GRUNER + JAHR PRINTING AND  
PUBLISHING CO.

By: Andreas Dietrich  
Andreas Dietrich  
Chief Financial Officer of Gruner + Jahr  
USA Publishing division

Commonwealth of Massachusetts )  
 ) ss  
\_\_\_\_\_ County )

Before me this \_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared \_\_\_\_\_, who acknowledged him/herself to be an officer of Goldhirsh Group, Inc., a Massachusetts corporation, and that he/she executed the foregoing instrument as his/her free act and deed and for the purposes stated in it.

\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

\*\*\*\*\*

*New York*  
Commonwealth of ~~Massachusetts~~ )  
 ) ss  
*New York* \_\_\_\_\_ County )

Before me this *10th* day of *August*, 2000, personally appeared *Andreas Dietrich*, who acknowledged him/herself to be a(n) *Chief Financial Officer* of Gruner+Jahr Printing and Publishing Co., a Delaware general partnership, and that he/she executed the foregoing instrument as his/her free act and deed and for the purposes stated in it.

*Kathleen M. Bender*  
\_\_\_\_\_  
Notary Public

My commission expires on \_\_\_\_\_.

KATHLEEN M. BENDER  
Notary Public, State of New York  
No. 02BE5026754  
Qualified in New York County  
Commission Expires April 25, 2000 *2*



**EXHIBIT A**

**Trademarks**

TRADE/SERVICE MARK DATABASE

Owner	Mark	Date Filed and Basis	Serial No.	PTO Action No. and Date	Date of Publication	Notice of Allowance	Registration No. and Date	Affidavit of Use, Reg. Exp. Date	Comments
Goldfish Group, Inc	ANSWERSCAN	4/4/94 (1a)					1,982,804 6/25/96	6/25/2006	File Sections 8 & 15 Affidavits after 6/25/01 but before 6/25/02.
Goldfish Group, Inc	BIRTHING OF GIANTS	12/23/07					1,059,624 3/05/96	3/05/2006	File Sections 8 & 15 Affidavits after 3/05/01 but before 3/05/02.
Goldfish Group, Inc	BUSINESS SUCCESS	1/1a					2,198,665 10/20/98	10/20/2008	File Sections 8 & 15 Affidavits after 10/20/03 but before 10/20/04.
Goldfish Group, Inc	BUSINESS INC.COM	6/29/98	75509844	No 01 4/16/99	3/10/2000				Notice of Publication 3/10/00. Contact PTO if no Certificate of Registration by 8/10/00.
Goldfish Group, Inc	CALIFORNIA, INC						1,852,090 8/30/94	8/30/2004	File Sections 8 & 15 Affidavits after 8/30/99 but before 8/30/00.
Goldfish Group, Inc	CHICAGO, INC.						Supp. Reg 1,853,372 8/6/94	9/6/2004	File Sections 8 & 15 Affidavits after 8/6/99 but before 8/6/00.
Goldfish Group, Inc	CLICK OF APPROVAL	10/28/00 (10)	75833300						Contact PTO if no correspondence by 5/28/03.
Goldfish Group, Inc	ENTERPRISE EXCHANGE	3/2/98	75443314		12/1/1998		2,226,139 2/23/99	2/23/2009	File Sections 8 & 15 Affidavits after 2/23/04 but before 2/23/05.
Goldfish Group, Inc	FRANCHISE, INC.						1,900,221 6/13/85	6/13/2005	File Sections 8 & 15 after 6/13/00 but before 6/13/01.
Goldfish Group, Inc	GROWTH STRATEGY ANALYSIS	6/1/98		No 01					Responded to Office Action No. 01 on 8/15/99. Contact PTO if no response by 3/15/00.
Goldfish Group, Inc	GSA	6/1/98	75449405	0329/99			2,281,079 8/28/99	8/28/2009	Filed Sections 8 & 15 Affidavits after 8/28/04 but before 8/28/05.
Goldfish Group, Inc	INBOX	3/2/98			7/6/1999		2,271,189 8/17/99	8/17/2009	Filed Sections 8 & 15 Affidavits after 8/17/04 but before 8/17/05.
Goldfish Group, Inc		9/4/1070	73229889		12/1/1998	2/23/1998	1,207,153 8/7/82	8/7/2002	File Renewal after 3/7/02 but before 8/7/02.
Goldfish Group, Inc	(France)						6/2/85		File Renewal after 3/2/05 but before 8/2/05.
Goldfish Group, Inc	(New Zealand)						Renewal 1,321,984	8/22/2005	File Renewal after 2/13/06 but before 8/13/06.
Goldfish Group, Inc	(South Africa)						Renewal 7/15/92	8/13/2006	File Renewal after 2/13/06 but before 8/13/06.
Goldfish Group, Inc	(Sweden)						Renewal 8/15/0402		File Renewal after 2/8/05 but before 8/8/05.
Goldfish Group, Inc	(Switzerland)						Renewal 8/8/95	8/8/2005	File Renewal after 2/8/05 but before 8/8/05.
Goldfish Group, Inc	(Venezuela)						Renewal 8/8/5746		File Renewal after 9/20/06 but before 3/20/07.
Goldfish Group, Inc	(Austria)						3/20/87	3/20/2007	File Renewal after 9/20/06 but before 3/20/07.
Goldfish Group, Inc							205040		File Renewal after 4/18/05 but before 10/18/05.
Goldfish Group, Inc							10/18/85	10/18/2005	File Renewal after 4/18/05 but before 10/18/05.
Goldfish Group, Inc							344,497		File Renewal after 3/18/02 but before 8/18/02.
Goldfish Group, Inc							5/29/87	8/18/2002	File Renewal after 3/18/02 but before 8/18/02.
Goldfish Group, Inc							130,409		File Renewal after 9/30/05 but before 3/31/06.
Goldfish Group, Inc							111,955		
Goldfish Group, Inc							3/7/86	3/31/2006	

Goldfish Group, Inc.	INC (Benelux)					4/5/2003	4/4/85	4/4/2005	File Renewal after 10/4/04 but before 4/4/05
Goldfish Group, Inc.	INC (Canada)					3/28/712	6/12/67	6/12/2002	File Renewal after 12/12/01 but before 6/12/02
Goldfish Group, Inc.	INC (CMBE)					455,797	1/25/85	1/15/2006	File Renewal after 7/15/05 but before 1/15/06
Goldfish Group, Inc.	INC (China)					254971	7/1/06	7/8/06 (for English)	For English Character, file Renewal after 1/8/06 but before 7/8/06. For Chinese character, file renewal application after ___ but before ___ Awaiting
Goldfish Group, Inc.	INC (Denmark)					261703	9/1/06	7/27/77 (for Chinese)	renewal certificate for mark in Chinese char.
Goldfish Group, Inc.	INC (Finland)					103920			
Goldfish Group, Inc.	INC (Brazil)					103921			
Goldfish Group, Inc.	INC (Denmark)					03 342-1986			
Goldfish Group, Inc.	INC (100. THE)					6/5/89			
Goldfish Group, Inc.	INC. 500. THE					4/23/85			
Goldfish Group, Inc.	INC. 500. THE					1,332,072	1/31/93	4/23/2005	File Renewal after 10/23/04 but before 4/23/05
Goldfish Group, Inc.	INC. ON DEMAND					4/23/85			
Goldfish Group, Inc.	INC. ONLINE					1,852,718	9/6/94	9/6/2004	File Sections 8 & 15 Affidavits after 9/6/99 but before 9/6/00.
Goldfish Group, Inc.	INC. PLAN					2,245,750	5/18/99	5/18/2008	File Sections 8 & 15 Affidavits after 5/18/03 but before 5/18/04.
Goldfish Group, Inc.	INC. WORLD					1,820,499	7/8/1999	2/8/2004	Notice of Acceptance of Section 8 Affidavit 1/18/00.
Goldfish Group, Inc.	INC. WORLD					2/8/94			File Renewal after 8/8/03 but before 2/8/04.
Goldfish Group, Inc.	INC. WORLD					1,890,134	4/18/95	4/18/2005	File Sections 8 & 15 Affidavits after 4/18/00 but before 4/18/01.
Goldfish Group, Inc.	INC. WORLD					4/18/95			
Goldfish Group, Inc.	INC. COM (ServiceMark)					No 01			Filed Statement of Use on 1/4/00. Notice of Acceptance of Amendment to Use received 2/29/00.
Goldfish Group, Inc.	INC. COM (ServiceMark)					75744595	3/27/00		Examiner's Amendment 3/27/00 Contact PTO if no Notice of Publication by 8/27/00
Goldfish Group, Inc.	INC. COM (ServiceMark)					75744597	11/1/99		Responded to Office Action No. 01 and filed Statement of Use on 1/4/00. Notice of Acceptance of Amendment to Use received 2/29/00. Contact PTO if no correspondence by 7/29/00.
Goldfish Group, Inc.	INC. COM (ServiceMark)					75744596	11/1/99		Filed application 1/4/00. Contact PTO if no response by 1/01.
Goldfish Group, Inc.	INC. COM (Trademark)					75714491	9/16/99	3/14/2010	Responded to Office Action No. 01 on 1/4/00. Contact PTO if no response by 7/00.
Goldfish Group, Inc.	INC. COM (Trademark)					75714491	9/16/99	3/14/2010	File Sections 8 & 15 Affidavits after 3/14/05 but before 3/14/06.

Goldkirsch Group, Inc	NEW ENGLAND, INC.					1,853,371		9/6/2004	File Sections 8 & 15 Affidavits after 9/6/99 but before 9/6/00.
Goldkirsch Group, Inc	NEW YORK, INC.					Supp. Reg 1,853,373 9/6/94		9/6/2004	File Renewal after 9/6/99 but before 9/6/00
Goldkirsch Group, Inc	PROFITPAQ	3/2/98 1(b)	75/443262			2,333,739 3/2/00			Notice of Acceptance of Statement of Use 2/1/2000. Contact PTO if no Certificate of Registration by 7/00.
Goldkirsch Group, Inc	RISK & REWARD	12/16/97 1(a)	75/406387	No. 1 7/15/98	4/27/1999	2,262,407 7/20/99		7/20/2009	File Sections 8 and 15 Affidavits after 7/20/04, but before 7/20/05.
Goldkirsch Group, Inc	RISK & REWARD (Design)	12/16/07 1(a)	75/406388	No. 1 7/15/08	4/27/1999	2,262,408 7/20/99		7/20/2009	File Sections 8 and 15 Affidavits after 7/20/04, but before 7/20/05.
Goldkirsch Group, Inc	S.A. (France)					8/21/95		11/21/2005	File Renewal after 5/21/05 but before 11/21/05.
Goldkirsch Group, Inc	S.A. (Venezuela)					1,331,993 150,368 1/17/04		1/17/2004	File Renewal after 7/17/03 but before 1/17/04.
Goldkirsch Group, Inc	SMALL BUSINESS CONNECTION	6/19/95	1(b)			2,048,648 4/1/97		4/1/2007	File Sections 8 and 15 Affidavits after 4/1/02, but before 4/1/03.
Goldkirsch Group, Inc	SMALL BUSINESS SUCCESS					1,804,583 7/3/90		7/3/1996	Renewal filed 4/1/00. Contact PTO if no return postal card by 7/00.