

03-19-2001



101640576

3-1-01

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 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

03/16/2001 GTON11 00000118 2102728

FOR OFFICE USE ONLY

90E

01 FC:481 40.00 DP
02 FC:482 50.00 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

TRADEMARK

REEL: 002255 FRAME: 0162

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)

| | | | | | |
|----------------------|----------------------|----------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2102728"/> | <input type="text" value="2128341"/> | <input type="text" value="2228410"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <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: #

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.

John Gary Maynard, III
Name of Person Signing


Signature

February 23, 2001
Date Signed

BILL OF SALE

This **BILL OF SALE** is made as of November 4, 1999, by Intertec Publishing Corporation, a Delaware corporation ("Intertec"), and PRIMEDIA Enthusiast Publications, Inc., a Pennsylvania corporation (the "Seller"), to Better Nutrition, Inc., a Virginia corporation (the "Buyer").

RECITAL

WHEREAS, the Buyer, the Seller and Sabot Publishing, Inc. have entered into that certain Asset Purchase Agreement, dated as of November 4, 1999 (the "Purchase Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by the Seller and purchase by the Buyer of substantially all of the assets owned by the Seller and related to the production, development, marketing, printing and distribution of *Better Nutrition* magazine (the "Business"); and

WHEREAS, Intertec, an Affiliate of the Seller, is the record holder of certain trademarks registered with the U.S. Patent & Trademark Office that are used solely in connection with the Business; and

WHEREAS, Intertec and the Seller desire to transfer such trademarks to the Buyer in connection with the sale of the Business to the Buyer pursuant to the Purchase Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, transfers, assigns, conveys, delivers and sets over to the Buyer, its successors and assigns, all of the trademarks set forth on Schedule A attached hereto (the "Trademarks"), free and clear of all Liens.

TO HAVE AND TO HOLD all such Trademarks are hereby sold and transferred to the Buyer and its successors and assigns forever.

This Bill of Sale is being delivered pursuant to the Purchase Agreement and shall be construed consistently therewith. To the extent of any inconsistency between this Bill of Sale and the Purchase Agreement, the Purchase Agreement shall control and prevail. Without limiting the foregoing, this Bill of Sale shall be construed and interpreted according to the Laws of the Commonwealth of Virginia, without regard to the conflicts of law rules thereof. This Bill of Sale may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Bill of Sale. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

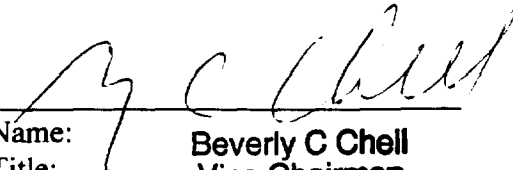
The Seller, by this Bill of Sale, covenants with the Buyer that the Seller will perform such further acts and execute and deliver such further bills of sale, assignments, transfers,

conveyances, powers of attorney, consents, assurances and other documents and instruments as the Buyer may reasonably request to vest in the Buyer and protect the Buyer's right, title and interest in, and enjoyment of, the Trademarks.

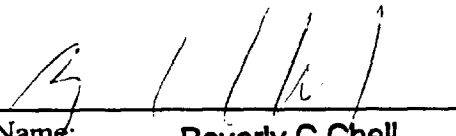
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed by its duly authorized representative as of the date first above written.

**INTERTEC PUBLISHING
CORPORATION**

By: 
Name: **Beverly C Chell**
Title: **Vice Chairman**

**PRIMEDIA ENTHUSIAST
PUBLICATIONS, INC.**

By: 
Name: **Beverly C Chell**
Title: **Vice Chairman**

TRADEMARKS

| <u>Mark</u> | <u>Class</u> | <u>Application Serial No.</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------------|--------------|-----------------------------------|-----------------------------|-----------------------------|------------------------------|
| Better Nutrition | 16 | 75070141 | 3/11/96 | 2102728 | 10/7/97 |
| Better Nutrition (stylized) | 16 | 75143599 | 8/1/96 | 2128341 | 1/13/98 |
| Naturally the Right Choice | 16 | 75429647 | 2/5/98 | 2228410 | 3/2/99 |