3.1701



101651373

Γ

To the Honorable Commissioner of Patents	original documents of copy thereof.
1. Name of conveying party(ies):	2. Name and Address of receiving party(ies)
Ami Shinitzky	Name: PRIMEDIA Magazines Inc.
<ul> <li>X Individual(s)</li> <li>General Partnership</li> <li>Corporation-State</li> <li>Other</li> <li>Association</li> <li>Limited Partnership</li> <li>Other</li> <li>Additional name(s) of conveying party(ies) attached? Yes X No</li> </ul>	Address: 717 Fifth Avenue New York, New York 10022
3. Nature of conveyance:  Assignment Merger  Security Agreement Change of Name  Other  Execution Date:	Individual(s) citizenship Association General Partnership Limited Partnership X Corporation-State Delaware Other
	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes _X_ No (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached? Yes X_ No
4. Application number(s) or registration number(s):	1,991,191
A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,998,480
Additional numbers attached? Yes X No	
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed:</li> <li>Cowan, Liebowitz &amp; Latman, P.C.</li> <li>1133 Avenue of the Americas</li> <li>New York, NY 10036-6799</li> </ol>	6. Total number of applications and registrations involved: 2
Attn: Kieran G. Doyle, Esq.	7. Total fee (37 CFR 3.41)\$ 65.00  X Enclosed X Any deficiency is authorized to be charged to Deposit Account No. 03-3415.
	8. Deposit Account No. 03-3415
	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE	
9. 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.	
Kieran G. Doyle	March 7, 2001 Date
Name of Person Signing Signature  Total number of pages including cover sheet, attachments, and document:  5	
Total number of pages including cover sheet, attachments, and documents	

Mail to: U.S.Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

## TRADEMARK ASSIGNMENT

COOL 14.05 IN INTHEDIA COME



WHEREAS, Ami Shinitzky having his place of business located at 13334 Polo Club Road - Unit 242, Wellington, Florida 33414, ("Assignor"), is the owner of certain registered trademarks, trade names, service marks and logos, including, but not limited to those listed and described on Exhibit A attached hereto (along with the goodwill associated with each of the foregoing collectively, the "Marks"); and

WHEREAS, PRIMEDIA Magazines Inc., a Delaware corporation, having its place of business at 717 Fifth Avenue, New York, New York 10022 ("Assignee") desires to acquire Assignor's entire right, title and interest in and to the Marks.

WHEREAS, Fleet Street Publishing Corporation, a Maryland corporation ("Seller") and Assignee have entered into an Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), pursuant to which Assignor has agreed to sell and Seller has agreed to purchase certain of the assets of Seller, and Seller has agreed to assume certain of the liabilities of Seller, in each case relating to the Business (as defined in the Agreement);

WHEREAS, Assignor is the owner of all outstanding stock of seller; and

WHEREAS, it is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Agreement that Assignor shall have executed and delivered this Trademark Assignment to the Assignee.

NOW, THEREFORE, 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 permitted assigns all right, title and interest, whether statutory, registered or at common law, in and to the Marks, throughout the world, and any renewals or extensions thereof, and all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

Shinitz.TM

TRADEMARK
REEL: 002259 FRAME: 0394

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to conflicts of law principles for such state).

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 4th day of June, 1998.

Ami Shinitzky

Shinitz.TM

Community of Virginia (STATE OF FLORIDA ) ) SS.: (COUNTY OF Fairfay)

On the 4th day of June, 1998, before me personally came Ami Shinitzky, to me known, who being by me duly sworn, did depose and say that he is the person described in and who executed the foregoing instrument, and that he had the authority to sign his name thereto.

Notary Public

My Commission Expires June 30, 2001

Shinitz. TM

## EXHIBIT A

<u>Trademark</u>	Registration No.
EQUUS (Stylized)	1,991,191
EQUUS	1,998,480

TRADEMARK
RECORDED: 03/12/2001 REEL: 002259 FRAME: 0397