

03-30-2001

U.S. Department of Commerce
Patent and Trademark Office

3-14-01



101670179

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Porch Swing Publishing, Inc. 35 West 1670 South Orem, Utah 84058</p> <p>Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> <input checked="" type="checkbox"/> Corporation-State of Utah Other <input type="checkbox"/></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: PRIMEDIA Special Interest Publications, Inc.</p> <p>Address: 745 Fifth Avenue New York, New York 10151</p> <div data-bbox="1023 399 1445 672" style="border: 2px solid black; padding: 5px; text-align: center;"> RECEIVED MAR 14 2001 </div> <p>Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> <input checked="" type="checkbox"/> Corporation-State of Delaware Other <input type="checkbox"/></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p>Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> <input checked="" type="checkbox"/> Other <u>Asset Purchase Agreement</u></p> <p>Execution Date: <u>February 16, 2001</u></p>	

4. Application number(s) or registration number(s):

<p>A. Trademark Application No.(s)</p> <p>75/674,238 75/431,571 75/674,207 75/757,942 75/461,098 76/122,147 75/122,146</p>	<p>B. Trademark Registration No.(s)</p> <p>2,395,118 (former Serial No. 75/677,930) 2,391,161 (former Serial No. 75/677,926)</p>
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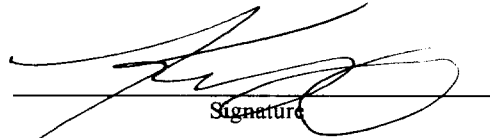
Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Cowan, Liebowitz & Latman, P.C. 1133 Avenue of the Americas New York, NY 10036-6799</p>	<p>6. Total number of applications and registrations involved:</p> <p style="text-align: center;">9</p>
	<p>7. Total fee (37 CFR 3.41)..... \$ <u>240.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Any deficiency is authorized to be charged to <input type="checkbox"/> Deposit Account No. 03-3415.</p>
	<p>8. Deposit Account No. <u>03-3415</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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.

<p>Kieran G. Doyle, Esq.</p>	 Signature	<p style="text-align: center;">3/13/01</p> Date
<p>Total number of pages including cover sheet, attachments, and document: <u>5</u></p>		

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

TRADEMARK ASSIGNMENT

WHEREAS, Porch Swing Publishing, Inc., a Utah corporation having an address at 35 West 1670 South, Orem, UT (“Assignor”), is the owner of certain registered trademarks, trade names, service marks and logos relating to the Business (as defined), 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”);

WHEREAS, PRIMEDIA Special Interest Publications, Inc., a Delaware corporation having its place of business at 745 Fifth Avenue, New York, NY 10151 (“Assignee”) desires to acquire Assignor’s entire right, title and interest in and to the Marks; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (the “Agreement”), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of the assets of Assignor, and Assignee has agreed to assume certain of the liabilities of Assignor, in each case relating to the Business (as defined in the Agreement);

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, together with the goodwill symbolized by them, 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.

This instrument shall be governed by the laws of the state of New York (without regard to conflicts of laws principles).

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.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 16th day of February, 2001.

PORCH SWING PUBLISHING, INC.

By: 
Name: MARK SEABSTRAND
Title: CEO



<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Date of First Use</u>
Creating Keepsakes	75/431,571	
Creating Keepsakes & Design	75/461,098	
CK-OK	75/674,207	
CK OK & Design	75/674,238	
Reader's Choice Design Certification Mark	75/677;926	
Reader's Choice Design Certification Mark	75/677;930	
Mom's Little Book	75/757,942	
Journalettes	76/122;147	
Flipettes	76/122;146	

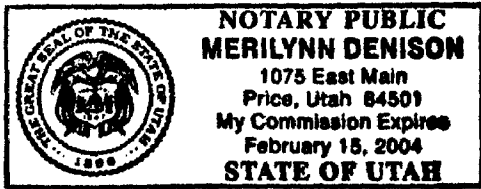
STATE OF Utah)

ss.:

COUNTY OF SL)

On the 16th day of February 2001, before me personally came Marek SEASTRANSKI, to me known, who being by me duly sworn, did depose and say that he is CEO of Porch Swing Publishing, Inc., the corporation described in and which executed the foregoing instrument, and that he had the authority to sign his name hereto on behalf of the corporation.

Marilynn Denison
Notary Public



Keepsakes.tm.final.2/16/01