

04-12-2001



101662034

3-30-01

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
- ☐ Merger
Effective Date
Month Day Year
- ☐ 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
- ☐ Corporation ☐ Association
- ☐ Other

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.)

☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/11/2001 DBYRNE 00000055 2109655

01 FC:481

40.00 OP

40E

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: 002269 FRAME: 0458

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.

#

17

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.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40

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.

Name of Person Signing

Signature

Date Signed

PURCHASE AND SALE AGREEMENT

AGREEMENT made this day of March, 2001 by and between WEIDER PUBLICATIONS, INC., a Delaware corporation, with offices located at One Park Avenue, New York, New York 10016 (the "Seller") and GRUNER + JAHR PRINTING AND PUBLISHING CO., a Delaware partnership, on behalf of its division Gruner + Jahr USA Publishing, with offices located at 375 Lexington Avenue, New York, New York 10017 (the "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the publisher in the United States of *Jump* magazine (the "Magazine") and the owner of the federally registered trademark "Jump", which is registered in the U.S. Patent and Trademark Office in Class 16, for a magazine relating to teens under registration No. 2,109,655 (the "Trademark"); and

WHEREAS, Seller desires to sell and dispose of its the Trademark and the current listing of the names and addresses of subscribers to the Magazine contained in Seller's records (the "Subscriber List") to Purchaser and Purchaser desires to acquire such Trademark and Subscriber List upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. SALE AND PURCHASE.

(a) Assets to be Acquired by Purchaser. In reliance on the representations, warranties and covenants contained herein, and subject to the terms and conditions hereof, Seller agrees to sell, free and clear of any liens, security interest or claims ("Encumbrances") (but subject to Section 4(a)(v) herein), on the Closing Date (as hereinafter defined), and Purchaser hereby agrees to purchase from Seller, all right, title and interest of Seller in the following (collectively, the "Assets"):

(i) The Subscriber List, which, to the best of Seller's knowledge contains approximately 250,000 names; and

(ii) The Trademark, including, without limitation, any and all trademarks, trade names, service marks and logos in the United States related to the Magazine ("Related Marks"), as well

as all logos in the United States incorporating all or any portion of the Trademark and Related Marks and all derivations of the Trademark and Related Marks, together with the goodwill of the business of the Trademark and the Related Marks in the United States. Notwithstanding the foregoing, Seller shall have the right to use the Trademark solely in connection with the publication of all issues of the Magazine through and including, but not after, the Spring 2001 issue of the Magazine, which issue Seller hereby affirmatively agrees to publish.

(b) Excluded Assets. Anything in Paragraph 1(a) to the contrary notwithstanding, there shall be excluded from the Assets to be transferred to the Purchaser hereunder, any and all other items applicable to the Assets, including, without limitation, accounts receivable, all covers of the Magazine up to and including the cover of the Spring 2001 issue, paper, back issues of the Magazine and all copyrights and other intellectual property applicable thereto, except for the Trademark and the Related Marks (collectively, the "Excluded Assets").

(c) Purchase Price. The aggregate purchase price (the "Purchase Price") to be paid to the Seller for the Assets shall be the sum of Two Hundred Thousand Dollars (\$200,000). The Purchase Price will be paid to Seller at the Closing (as hereinafter defined) by wire transfer of immediately available funds to one or more accounts designated by Seller in writing in advance of the Closing Date.

(d) Assumption of Liabilities and Obligations. Purchaser shall assume all subscription liability (whether sold by an agent or directly by the publisher) relating to undelivered issues of the Magazine after the Spring 2001 issue (the "Assumed Liability"). Purchaser shall discharge the Assumed Liability through the service of YM magazine or Purchaser shall refund to the subscribers the subscription prices with respect to unfulfilled subscriptions to the extent that such subscribers refuse the fulfillment of their subscriptions to YM in lieu of the Magazine.

(e) No Other Debts, Obligations or Liabilities Assumed. Except as expressly set forth in Paragraph 1(d), Purchaser does not assume and shall not be responsible or liable for any of the debts, claims, obligations, expenses or liabilities of Seller of any nature whatsoever (collectively, the "Excluded Liabilities").

(f) Instruments of Conveyance and Transfer. On the Closing Date, Seller will deliver to Purchaser such deeds, bills of sale, endorsements, Assignments and other good and sufficient instruments of conveyance and transfer as are effective to vest in Purchaser good and marketable title to the

Assets free and clear of any Encumbrances and, simultaneously with such delivery, Seller will take or cause to be taken all such other steps as are required to put Purchaser in actual possession and operating control of the Assets.

(g) Further Assurances. From time to time, at Purchaser's reasonable request and without further consideration, but without additional expense, Seller will execute and deliver such other instruments of conveyance and transfer and take such other actions and give such further assurances as Purchaser reasonably may request to effectively convey, transfer to and vest in Purchaser, and to put Purchaser in possession and operating control of, all or any part of the Assets.

2. CLOSING.

Provided that the conditions contained in Paragraph 3 hereof have been satisfied, the closing of the transactions contemplated hereunder (the "Closing") shall take place at the offices of Purchaser on March __, 2001, time being of the essence, unless the parties agree in writing otherwise (the "Closing Date").

The following steps shall take place concurrently with the Closing:

(a) Deliveries by Seller. At or before the Closing (except as set forth below), the Seller will deliver, or cause to be delivered, as reasonably appropriate, to Purchaser, in each case in form and substance reasonably satisfactory to Purchaser, against the deliveries by Purchaser specified in Paragraph 2(b) below:

(i) documents duly executed by Seller (or such other party as is to be bound thereby) and acknowledged where appropriate such as bills of sale, assignments, endorsements and other instruments of conveyance and transfer as shall be necessary or appropriate (in form suitable, if applicable, for filing, recordation or registration) to assign, convey and transfer to Purchaser all right, title and interest of Seller in and to the Assets;

(ii) the Subscriber List;

(iii) the Closing Certificate, as defined herein;

(iv) the legal opinion contemplated by Paragraph 3; and

(v) corporate resolutions of the Board of Directors of Seller, duly certified by its Secretary, and such other documents as Purchaser may reasonably request, duly executed and acknowledged or notarized where appropriate.

(b) Deliveries by Purchaser. At the Closing, Purchaser will deliver, or cause to be delivered, as reasonably appropriate, in each case in form and substance reasonably satisfactory to Seller, against the deliveries specified in Paragraph 2(a) above:

- (i) the payments contemplated by Paragraph 1(c);
 - (ii) the Closing Certificate, as defined herein;
 - (iii) an assumption agreement;
 - (iv) the legal opinion contemplated by Paragraph 3;
- and

(v) a partnership resolution of Purchaser, and such other documents as Seller may reasonably request, duly executed and acknowledged or notarized where appropriate.

3. CONDITIONS PRECEDENT TO CLOSING.

(a) Conditions to Purchaser's Obligations. In addition to the deliveries outlined in Paragraph 2, Purchaser's obligation to consummate the transactions contemplated in this Agreement is subject to the fulfillment at or before the Closing of each of the following conditions:

(i) Representations and Warranties. All representations and warranties of the Seller contained in this Agreement will be true and correct in all material respects on the Closing Date;

(ii) Litigation. No order before a court or any other governmental agency, self-regulatory organization or body, will have been issued or initiated and unresolved which restrains, prohibits or awards or may award substantial damages as a result of, or seeks any such relief as a result of, any of the transactions contemplated herein;

(iii) No Violation of Statutes, Orders, etc. There shall not be in effect any statute, ordinance, rule or regulation which makes it illegal for Purchaser to consummate the transactions contemplated hereby or any order, decree or judgment enjoining

Purchaser from consummating the transactions contemplated hereby or requiring any part of the Assets to be held separate or divested;

(iv) Closing Certificate. The Seller shall have executed and delivered to Purchaser a certificate, reasonably satisfactory in substance to Purchaser, to the effect that the conditions stated in this Agreement have been satisfied; and

(v) Opinion of Counsel. Seller shall have delivered to Purchaser the written opinion of its counsel, in substantially the form and substance of Schedule 3(a)(v).

(b) Conditions to Seller's Obligations. In addition to the deliveries outlined in Paragraph 2, Seller's obligation to consummate the transactions contemplated in this Agreement is subject to the fulfillment at or before the Closing of each of the following conditions:

(i) Representations and Warranties. All representations and warranties of Purchaser contained in this Agreement will be true and correct in all material respects on the Closing Date;

(ii) Litigation. No order before a court or any other governmental agency or body, nor any proceeding before a court or any other governmental agency, self-regulatory organization or body, will have been issued or initiated and unresolved which restrains, prohibits or awards substantial damages as a result of, or seeks any such relief as a result of, any of the transactions contemplated herein;

(iii) No Violation of Statutes, Orders, etc. There shall not be in effect any statute, ordinance, rule or regulation which makes it illegal for Seller to consummate the transactions contemplated hereby or any order, decree or judgment enjoining Seller from consummating the transactions contemplated hereby;

(iv) Closing Certificate. Purchaser shall have executed and delivered to Seller a certificate, reasonably satisfactory in substance to Seller, to the effect that the conditions stated in this Agreement have been satisfied; and

(v) Opinion of Counsel. Purchaser shall have delivered to Seller the written opinion of Yvette Miller, Esq., in substantially the form and substance of Schedule 3(b)(v).

4. REPRESENTATIONS AND WARRANTIES.

(a) Representations and Warranties of Seller: Seller hereby represents and warrants to Purchaser that:

(i) Organization. Seller is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. Seller has the requisite power and all necessary governmental authority to conduct its business as currently being conducted. Seller is duly qualified to do business as a foreign corporation in all jurisdictions in which the nature of its activities makes such qualification necessary;

(ii) Authorization. Seller has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by Seller's Board of Directors on behalf of Seller;

(iii) Enforceability. This Agreement has been duly and validly executed and delivered by or on behalf of Seller and constitutes a valid and binding obligation of Seller, enforceable against Seller;

(iv) Absence of Restrictions. Except as set forth on Schedule 4(a)(iv), the execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby does not and will not (A) constitute a breach or violation of or default under the relevant governing documents of Seller; (B) constitute a breach or violation of or default (or an event which with notice or lapse of time or both could become a violation or default) under any judgment, decree, order, governmental permit or license to which Seller is a party, or any law, rule or regulation to which Seller is bound; (C) require the consent or approval of any other party to any contract to which Seller is a party or by which it or any of its assets is bound; and (D) require any notice to, filing or registration with, or permit, authorization, consent or approval of, any governmental or regulatory organization or instrumentality;

(v) Intellectual Property. Seller is the registered owner of Trademark Registration No. 2,109,655 in Class 16. The

Trademark is validly subsisting and, to the best of Seller's knowledge there are no written adverse third-party actions or claims pending against Seller in any court or by or before any governmental body with respect to the Trademark. Seller has granted no licenses in the United States with respect to the Trademark. Seller has good and marketable title to the Trademark, free and clear of all Encumbrances of any nature and has the right to convey same to Purchaser without infringement of the rights of any other person or entity, subject to the following: Purchaser acknowledges having been provided with a copy of the Settlement Agreement dated as of January 12, 2000 between Jump Apparel Co., WPI and Weider Health and Fitness. Purchaser also acknowledges that the trademark *Jump* is registered in various countries outside the United States, that such registrations are owned by a licensee of Seller unaffiliated with Seller, that such licensee has entered into a number of license agreements with foreign entities with regard to publishing *Jump* in foreign countries (although no issues are currently being published) and while Seller will use reasonable efforts to cause such licensee to transfer such foreign registrations to Purchaser if Purchaser so desires, Seller makes no representations that such transfers will take place, and Purchaser acknowledges that any expenses attributable to such foreign transfers shall be paid by Purchaser;

(vi) Compliance with Laws and Regulations. Seller is in compliance in all material respects with all laws, statutes, ordinances, rules, regulations, decrees, orders, permits and other similar legal and regulatory requirements applicable to the Assets;

(vii) Legal proceedings. There are no action, suits, claims, investigations, complaints, grievances, arbitration's or other proceedings or investigations pending or to the best knowledge of Seller, threatened against or involving properties or rights of Seller before any court governmental administrative or other regulatory organization or instrumentally or before any arbitrator mediator or other body of competent jurisdiction that would have a material adverse affect on Seller's ability to consummate the transactions contemplated herein. There are no proceedings pending or to Seller's knowledge threatened which seek to restrain rescind or in any way restrict delay or prohibit or which may have the affect or restricting delaying or prohibiting Seller's ability to consummate the transactions contemplating hereby. There are no unpaid judgements

injunctions orders or decrease or arbitration decisions or awards outstanding against Seller which may have the affect of restricting delaying or prohibiting Seller's ability to consummate the transactions contemplated hereby;

(viii) Subscriber List. Seller has delivered to Purchaser all lists of the current subscribers to the Magazine sold by subscription. Such list shall, as of the Closing Date, be true and correct in all material respects and each subscriber's name thereon represents a subscriber who has requested a subscription to the Magazine and, as of the Closing Date, shall represent subscribers who have paid for their current subscriptions to the Magazine. To the best of Seller's knowledge, the Subscriber List contains 250,000 names and is current to date;

(xix) Fees. Seller has not paid or become obligated to pay any broker's, finder's or other intermediary's fees in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby; and

(xx) Disclosure. The information concerning Seller set forth in this Agreement and in any Schedule attached hereto, certificate or other document furnished to Purchaser pursuant to this Agreement, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading.

(b) Representations and Warranties of Purchaser: Purchaser represents and warrants to Seller that:

(i) Organization. Purchaser is a partnership duly Organized, validly existing and in good standing under the laws of the state of Delaware. Purchaser has the requisite power and all necessary governmental authority to conduct its business as currently being conducted;

(ii) Authority and Authorization. Purchaser has the requisite power to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Purchaser. This Agreement has

been duly and validly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, enforceable against it in accordance with its terms;

(iii) Absence of Restrictions. The execution, delivery and performance of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby does not and will not (A) constitute a breach or violation of or default under partnership agreement of Purchaser; (B) constitute a breach or violation of or default (or an event which with notice or lapse of time -or both would become a default) under any judgment, decree, order, governmental permit or license to which Purchaser is a party, or any law, rule or regulation to which Purchaser is subject; (C) require the consent or approval of any other party to any contract to which Purchaser is a party; and (D) require any notice to, filing or registration with or permit, authorization, consent or approval of, any governmental or regulatory agency or authority;

(iv) Fees. Purchaser has not paid or become obligated to pay any broker's, finder's or other intermediary's fees in connection with Purchaser's execution and delivery of this Agreement or the consummation of the transactions contemplated hereby;

(v) Legal Proceedings. There are no actions, suits, claims, investigations, complaints, grievances, arbitrations or other proceedings or investigations pending or, to the best knowledge of Purchaser, threatened against or involving properties or rights of Purchaser, before any court, governmental, administrative or other regulatory organization or instrumentality or before any arbitrator, mediator or other body of competent jurisdiction that would have a material adverse affect of Purchasers ability to consummate the transactions contemplated herein. There are no proceedings pending or threatened which seek to restrain, rescind or in any way restrict, delay or prohibit or which may have the effect of restricting, delaying or prohibiting Purchaser's ability to consummate the transactions contemplated hereby. There are no unpaid judgments, injunctions, orders, or decrees, or arbitration decisions or awards outstanding against Purchaser which may have the effect of restricting, delaying or prohibiting Purchaser's ability to consummate the transactions contemplated hereby; and

(vi) Disclosure. The information concerning Purchaser set forth in this Agreement and in any Schedule attached hereto, certificate or other document furnished to Seller pursuant to this Agreement, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or therein or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they are made, not false or misleading.

5. INDEMNIFICATION.

(a) Seller's Indemnity.

(i) Seller hereby agrees to indemnify, defend and hold harmless the Purchaser against and in respect to all damages, losses, claims, penalties, liabilities, costs and expenses (including reasonable costs and expenses of legal counsel) arising from any third party claims, demand settlement or judgment made, asserted or obtained, that arises from or relates to any agreement, contract, negotiations or other dealings by the Seller with any person or company concerning the sale of the Assets, other than that incurred in connection with negotiating, documenting and closing the transactions contemplated herein.

(ii) Seller hereby agrees to indemnify, defend and hold harmless the Purchaser against and in respect to all damages, losses, claims, penalties, liabilities, costs and expenses (including reasonable costs and expenses of legal counsel) incurred by Purchaser in connection with, arising from or as a result of any untruth or breach of any representation, covenant, commitment or warranty set forth in this Agreement, including any Schedule hereto, including, without limitation, any and all liability in connection with the Assets, except as provided for to the contrary herein, or in any certificate or other instrument delivered by or on behalf of Seller pursuant to this Agreement.

(b) Purchaser hereby agrees to indemnify, defend and hold harmless the Seller against and in respect to all damages, losses, claims, penalties, liabilities, costs and expenses (including reasonable costs and expenses of legal counsel) incurred by Seller in connection with, arising from or as a result of any untruth or breach of any representation, covenant, commitment or warranty set forth in this Agreement, including any Schedule hereto, and, without limitation, any and all liability in connection with the Assumed Liability or in any certificate or other

instrument delivered by or on behalf of Purchaser pursuant to this Agreement.

(c) Claims for Indemnification. Whenever any claim arises for indemnification hereunder, the party seeking indemnification (in each such case, the "Indemnatee"), must notify the party from whom indemnification is being sought (in each such case, the "Indemnitor") of such claim in writing promptly and in no case later than thirty (30) days after such Indemnatee has actual knowledge of the facts constituting the basis for such claim; the Indemnatee will also so notify the Indemnitor promptly and in no case later than fifteen (15) days after the Indemnatee has actual knowledge of the commencement of any legal proceedings with respect to such claim. The failure to so notify the Indemnitor will not relieve the Indemnitor from any liability that it may have to the Indemnatee to the extent Indemnitor is not prejudiced as a result of such failure. Such notice will specify all facts known to the Indemnatee giving rise to the indemnification sought with reference to the applicable provisions of this Agreement and the amount or an estimate of the amount of the obligation or liability arising therefrom. Such notice will also include photocopies of all relevant communications received from third party claimants and their attorneys. The right of such Indemnatee to indemnification hereunder and the estimated amount thereof, as set forth in such notice, will be deemed agreed to by the Indemnitor unless, within thirty (30) days after such notice is given, the Indemnitor notifies the Indemnatee in writing that the Indemnitor disputes the right to indemnification as set forth in such notice, in which case the parties will endeavor in good faith to settle and compromise such dispute.

(d) Any Indemnitor shall be entitled to assume, at its expense, the defense of, and determine the terms of settlement of, any such suit or claim, provided that no term awarding relief other than money damages against the Indemnatee or any officer, director or employee may be agreed to without the consent of the Indemnatee and, as appropriate, the other person or persons on whom that relief is to be imposed, and no award of money damages against an Indemnatee shall be agreed to without satisfactory prior arrangements between the Indemnatee and the Indemnitor to assure the Indemnatee that the Indemnitor will have sufficient funds available to respond to the award. Notwithstanding the foregoing, the Indemnatee shall have the right to participate in the compromise or defense of any asserted liability with its own counsel at its own expense.

(e) Survival; Remedy for Breach. The representations and warranties contained herein, in any Schedule or in any other writing delivered by any party to any other party pursuant hereto will survive the Closing and continue in full force and effect for three (3) years from and after the Closing Date. After the Closing, the sole and exclusive remedy of

any party for any breach or inaccuracy of any such representation or warranty shall be the indemnification provisions set forth in this Paragraph, all of which shall survive the Closing and constitute agreements of each party. Covenants contained in this Agreement, which, by their terms, are to be performed after the Closing, are independently actionable and not within the scope of this Paragraph. No investigation by an Indemnitee at or prior to the Closing will relieve the Indemnitee of liability hereunder unless, and then only to the extent that, the Indemnitee has intentionally failed to correct the Indemnitor from making a representation or warranty that the Indemnitee actually knew or should have known to be incorrect as a result of its investigation prior to Closing.

6. EXPENSES.

Each of the parties shall pay their own legal, accounting, consulting and other expenses in connection with the matters set forth in this Agreement. Purchaser shall pay all expenses attributable to transferring the registration of the Trademark from Seller to Purchaser. Seller shall execute and deliver any and all documents and instruments necessary to accomplish such transfer.

7. CHOICE OF LAW.

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York.

8. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. CONFIDENTIALITY; ANNOUNCEMENTS

Except for announcements or filings required by law, and except as may be required for a party's officers, directors, employees, attorneys, accountants, investment bankers, commercial bankers and other potential sources of financing, without the prior written consent of the other party or parties, no party will issue, and will instruct its subsidiaries, partners, directors, officers, employees and agents not to issue, any press release or other information to the press or any third party with respect to this Agreement or the transactions contemplated hereby.

10. AMENDMENT; ENTIRE AGREEMENT; BINDING EFFECT.

(a) This Agreement or any of its provisions may not at any

time be orally changed, modified or canceled by any of the parties hereto. Unless and until changed, modified or canceled in writing, executed by all of the parties hereto, this Agreement shall be binding upon the parties and their respective successors and assigns.

(b) This Agreement represents the entire agreement of the parties with respect to its subject matter. No party has made any agreement, representation or warranty relating to the subject matter of this Agreement that is not set forth herein or in any document specifically referred to herein.

11. NOTICES.

Any notice, demand or other communication required or permitted hereunder shall be deemed served if personally delivered or mailed by registered or certified mail, postage prepaid, and properly addressed to the respective party to whom such notice relates at the address set forth in this Agreement or at such different address as shall be specified by notice given in the manner herein provided, as follows:

If to Seller:

George Slowik
Vice President, Business Development
Weider Publication, Inc.
One Park Avenue, 10th Floor
New York, New York 10016
with a copy to:
Bernard J. Cartoon
General Counsel
Weider Publications, Inc.
2100 Erwin Street
Woodland Hills, California 91367

If to Buyer:

Dan Rubin
Vice President, New Business
Development
375 Lexington Avenue
New York, New York 10017

with a copy to:

Yvette Miller
Vice President, General Counsel
Gruner + Jahr USA Publishing
375 Lexington Avenue
New York, New York 10017

12. If there is any litigation between the parties arising out of this Agreement or the transactions contemplated herein, the prevailing party shall be entitled to an award of reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

WEIDER PUBLICATIONS, INC.

By: _____
A. Douglas Peabody
President and CEO

GRUNER+ JAHR PRINTING AND
PUBLISHING CO.

By: *David B. Bensch*

address set forth in this Agreement or at such different address as shall be specified by notice given in the manner herein provided, as follows:

If to Seller: George Slowik
Vice President, Business Development
Weider Publication, Inc.
One Park Avenue, 10th Floor
New York, New York 10016
with a copy to:
Bernard J. Cartoon
General Counsel
Weider Publications, Inc.
2100 Erwin Street
Woodland Hills, California 91367

If to Buyer: Dan Rubin
Vice President, New Business
Development
375 Lexington Avenue
New York, New York 10017

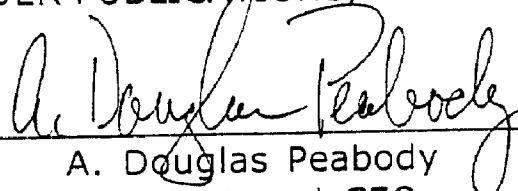
with a copy to:

Yvette Miller
Vice President, General Counsel
Gruner + Jahr USA Publishing
375 Lexington Avenue
New York, New York 10017

12. If there is any litigation between the parties arising out of this Agreement or the transactions contemplated herein, the prevailing party shall be entitled to an award of reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

WEIDER PUBLICATIONS, INC.

By: 
A. Douglas Peabody
President and CEO

address set forth in this Agreement or at such different address as shall be specified by notice given in the manner herein provided, as follows:

If to Seller: George Slowik
Vice President, Business Development
Weider Publication, Inc.
One Park Avenue, 10th Floor
New York, New York 10016
with a copy to:
Bernard J. Cartoon
General Counsel
Weider Publications, Inc.
2100 Erwin Street
Woodland Hills, California 91367

If to Buyer: Dan Rubin
Vice President, New Business
Development
375 Lexington Avenue
New York, New York 10017

with a copy to:

Yvette Miller
Vice President, General Counsel
Gruner + Jahr USA Publishing
375 Lexington Avenue
New York, New York 10017

12. If there is any litigation between the parties arising out of this Agreement or the transactions contemplated herein, the prevailing party shall be entitled to an award of reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

WEIDER PUBLICATIONS, INC.

By: 

A. Douglas Peabody
President and CEO

Dated at New York, New York on this 5 day of March, 2001.

"Purchaser"

Gruner + Jahr Printing and Publishing Co.

By: Daniel B. Bruner

STATE OF NEW YORK)
COUNTY OF New York) ss.

On March 5, 2001, before me, RENA BARTON
Notary Public, personally appeared Daniel B. Bruner personally known to me or proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my name and official seal.

RENA BARTON
Notary Public

RENA BARTON
Notary Public, State of New York
No. 31-4866487
Qualified in New York County
Commission Expires Aug. 11, 2002