

04-20-2001

TRADEMARKS ONLY

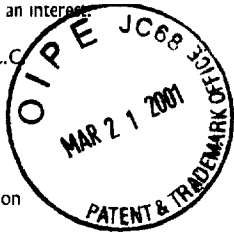


able Commissioner of Patents and Trademarks:
Record the attached original document or copy thereof.

101680851

1. Name of Party(ies) conveying an interest:

Fast Company Media Group, L.L.C.
375 Lexington Avenue
New York, NY 10014-5514



MRD
3-21-01

Entity:

Individual(s) Association

General Partnership Limited Partnership

Corporation-Country) _____

Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached:

yes no

2. Name and Address of Party(ies) receiving an interest:

Name: Gruner + Jahr Printing and Publishing Company
Street Address: 375 Lexington Avenue
City: New York
State/Zip Code: New York 10014-5514

Entity:

Individual(s) Association

General Partnership Limited Partnership

Corporation-State/Country Delaware

Other _____

Citizenship _____

3. Description of the interest conveyed:

Assignment Change of Name Other

Security Agreement Merger

Date of execution of attached document 2/6/01

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)
Additional name(s) and addresses attached:

yes no

4. Application number(s) or registration number(s). Additional sheet attached? yes no

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2001390

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard Y. Kim, Esq.
FIRM: McDermott, Will & Emery
Address: 600 13th Street, N.W.
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 11

7. The \$ _____ filing fee is enclosed.

8. Please charge the \$ 290.00 filing fee to
Deposit Account No. 500417.
(duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit
any overpayment to Deposit Account No. 500417.

04/20/2001 DAYRKE 00000346 500417 2001390
04/20/2001 0.00 CH
04/20/2001 290.00 CH

DO NOT USE THIS SPACE

10. 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.

Richard Y. Kim, Esq.
Name of Person Signing

Signature

March 21 2001
Date

Total number of pages comprising coversheet: 1

EXHIBIT A

A. U.S. Trademark/Service Mark Registrations & Applications

1. U.S. Reg. No. 2,001,390 (Class 16) for FAST COMPANY for periodical publications, namely magazines, registered on September 17, 1996.
2. U.S. Reg. No. 2,239,424 (Class 42) for FASTCOMPANY.COM for computer services, namely, providing online general interest magazine featuring a wide variety of general interest topics, registered on April 13, 1999.
3. U.S. Reg. No. 2,226,844 (Class 16) for UNIT OF ONE for magazine editorial columns, registered on the Supplemental Register on February 23, 1999.
4. U.S. Reg. No. 2,319,146 (Class 42) for COMPANY OF FRIENDS for computer services, namely, providing an on-line electronic database on global computer networks in the field of lifestyles and careers in the modern workplace, registered on February 15, 2000.
5. U.S. Reg. No. 2,340,666 (Class 42) for FAST TAKE for electronic newsletters featuring information in the fields of lifestyles and careers in the modern workplace, registered on April 11, 2000.
6. U.S. Application Ser. No. 75/739,804 (Classes 16 and 42) for NET COMPANY for a section of a print magazine in the fields of a global computer network and technology and a section of an electronic magazine in the fields of global computer network and technology, filed on June 30, 1999. The Patent and Trademark Office declined to register the mark on the grounds that it is merely descriptive.
7. U.S. Application Ser. No. 75/853,891 (Class 42) for THE BRAND CALLED YOU for online news and information in the fields of personal and professional improvement, development and marketing, filed on November 19, 1999.
8. U.S. Application Ser. No. 76/131,064 (Classes 16, 41 and 42) for FAST TALK for magazines in the field of the new economy; arranging and conducting educational conferences, seminars, events, and forums in the field of the new economy; entertainment services, namely, production of shows for broadcasting by television, radio, and the Internet in the field of the new economy; and online magazines in the field of the new economy, filed on September 15, 2000.
9. U.S. Application Ser. No. 76/131,329 (Classes 9, 16, 35, 38, 41 and 42) for STATE OF THE NEW ECONOMY for audio and video recordings and computer software featuring news and information in the field of the new economy; magazines in the field of the new economy; advertising services, namely, placing

advertisements for others in print and online magazines, and on an Internet website; providing online chat room services in the field of the new economy; arranging and conducting educational and entertainment conferences, seminars, events, and forums in the field of the new economy; and online magazines in the field of the new economy, and providing online news and information in the field of the new economy, filed on September 18, 2000.

10. U.S. Application Ser. No. 76/131,330 (Classes 9, 16, 35, 38, 41 and 42) for HOW TO WEBIFY YOURSELF for audio and video recordings and computer software featuring news and information in the field of the new economy; magazines in the field of the new economy; advertising services, namely, placing advertisements for others in print and online magazines, and on an Internet website; providing online chat room services in the field of the new economy; arranging and conducting educational and entertainment conferences, seminars, events, and forums in the field of the new economy; and online magazines in the field of the new economy, and providing online news and information in the field of the new economy, filed on September 18, 2000.
11. U.S. Application Ser. No. 76/131,334 for WHO'S FAST for audio and video recordings and computer software featuring news and information in the field of the new economy; magazines in the field of the new economy; advertising services, namely, placing advertisements for others in print and online magazines, and on an Internet website; providing online chat room services in the field of the new economy; arranging and conducting educational and entertainment conferences, seminars, events, and forums in the field of the new economy; and online magazines in the field of the new economy, and providing online news and information in the field of the new economy, filed on September 18, 2000.

ASSIGNMENT AGREEMENT

FOR

INTELLECTUAL PROPERTY

THIS ASSIGNMENT AGREEMENT FOR INTELLECTUAL PROPERTY (the "Agreement") is made by and between FAST COMPANY MEDIA GROUP, L.L.C., a Delaware limited liability company ("Subsidiary"), and GRUNER + JAHR PRINTING AND PUBLISHING CO., a Delaware general partnership ("Parent", and owner of 100% of the membership interests in the Subsidiary), on behalf of its division, GRUNER + JAHR USA PUBLISHING, effective as of the Effective Date, as hereinafter defined.

WHEREAS, Subsidiary 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, Subsidiary desires to sell, convey, transfer, and deliver, and Parent 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, Subsidiary and Parent have entered into that certain General Conveyance (the "General Conveyance"), by and between Parent and Subsidiary, of even date herewith.

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

1. Assignment of Trademarks. Subsidiary hereby assigns, sells, conveys, transfers and delivers to Parent all of Subsidiary'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. Subsidiary 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 Parent, including any pending applications in the United States or in any other country for registration of the Trademarks listed in Exhibit A.

3. Consideration. No additional consideration is being paid for the covenants and agreements contained herein, it being understood that the consideration being paid by Parent to Subsidiary pursuant to the General Conveyance constitutes full and adequate consideration for the covenants and agreements hereunder.

4. Effective Date. Except as otherwise provided in this Agreement, as between Parent and Subsidiary, all transactions contemplated by this Agreement shall be deemed and treated as consummated and shall be given effect, as though consummated and occurred on and

as of 11:59 P.M. Eastern Standard Time on December 22, 2000 (the "Effective Date"), and, as of and from the Effective Date, the business of Subsidiary shall have been deemed conducted by Parent on behalf of and for the account of Subsidiary, and all benefits and expenses of such business shall inure to parent as of and from the Effective Date.

5. 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.

6. Survival. The provisions of this Agreement shall survive the delivery of the Trademarks. 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 on the 6 day of February 2001.

FAST COMPANY MEDIA GROUP, L.L.C.

By: Daniel B. Brewster
Daniel B. Brewster, Jr.
Chief Executive Officer

GRUNER + JAHR PRINTING AND
PUBLISHING CO.
By: Daniel B. Brewster
Daniel B. Brewster, Jr.
President, Gruner + Jahr USA Publishing