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FORM PTO-1584

05-15-2001

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-31-92



Tab settings →→→

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

1. Name of conveying party(ies):
Wedding List Holdings, Inc.
41 East 11th Street
New York, NY 10003

- Individual(s) U.S.
- General Partnership
- Corporation - New York
- Other:

- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
MSX, Inc.
C/O Martha Stewart Omnimedia, Inc.
11 West 42nd Street
New York, NY 10036

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(s) attached: Yes No

3. Nature of conveyance: 4-27-01

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Effective Date: March 8, 2001

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

A. Trademark Application No.(s)
75/928,517 and 75/928,516

B. Trademark Registration No.(s)

Additional Numbers attached? Yes No

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

Name: Dana Kaplan, Esq.
Address: KENYON & KENYON
One Broadway
New York, New York 10004

6. Total number of applications and registrations involved: 2

7. Total fee (37 C.F.R. 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 11-0600

05/14/2001 DAYRME 0000175 110600 75928517
01 FD-401 40.00 CR
02 FD-402 25.00 CR

DO NOT USE THIS SPACE

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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.

Jean Pelkowski
Name of Person Signing

Signature

4/24/01
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington DC 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503

TRADEMARK

REEL: 002295 FRAME: 0323

UNITED STATES TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, WEDDING LIST HOLDINGS, INC., a Delaware Corporation ("Assignor"), owns all right, title and interest in and to the trademarks THEWEDDINGLIST.COM and THE WEDDING LIST, as partially evidenced by pending United States Trademark Application Serial Nos. 75/928,517 and 75/928,516 respectively therefor, and the goodwill symbolized thereby and associated therewith (collectively, the "Trademarks");

WHEREAS, MSX, INC., a Delaware Corporation ("Assignee"), wishes to acquire from Assignor, any and all of Assignor's rights to the Trademarks, as well as all of the goodwill symbolized thereby and associated therewith.

NOW, THEREFORE, for good and valuable consideration, as more fully set forth in that certain Asset Purchase Agreement by and among WEDDING LIST HOLDINGS, INC., et al. and MARTHA STEWART LIVING OMNIMEDIA, INC., et al., dated March 8, 2001, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer, convey and bequeath unto Assignee, its entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

Assignor binds itself, as well as its designees, successors, assigns and legal representatives, to execute and deliver to Assignee, its designees, successors and assigns, any further documents

