

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

07-19-2001



101782549

7.16.01

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
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party(ies)

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

Citizenship/State of Incorporation/Organization

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.*)

07/19/2001 DBYRHE 00000002 76173774

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 OP

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: 002331 FRAME: 0147

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. #

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)		
<input type="text" value="76/173,774"/>	<input type="text" value="75/863,778"/>	<input type="text"/>	<input type="text" value="2,274,606"/>	<input type="text" value="1,693,751"/>	<input type="text" value="2,323,283"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,454,268"/>	<input type="text" value="1,690,974"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,160,671"/>	<input type="text" value="2,183,151"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

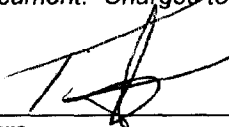
Method of Payment: Enclosed Deposit Account

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.

Tina D. Kourasis  7/12/01
Name of Person Signing Signature Date Signed

ASSIGNMENT

THIS ASSIGNMENT, effective as of the 28th day of June, 2001, by Leisure Publications, a California corporation, having its principal place of business at 4160 Wilshire Boulevard, Los Angeles, California 90010 ("Assignor");

WHEREAS, Hanley-Wood, LLC, a Delaware limited liability company, having its principal place of business at One Thomas Circle, N.W., Suite 600, Washington, D.C. 20005 ("Assignee"), wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest Assignor owns in and to certain "Proprietary Rights," as hereinafter defined.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest Assignor owns in and to the following "Proprietary Rights:"

1. "Marks and Trade Dress", which shall mean any and all trademarks, service marks, trade names, and other terms, words, designations, titles, designs, colors, color combinations, product configurations and indicia used or intended to be used in connection with Assignor's preparation, publication and distribution of the magazines titled Pool & Spa News and Aquatics International (the "Business"); any and all applications filed and registrations received for any of the foregoing in the United States, the individual states thereof and jurisdictions foreign thereto, including without limitation those listed on attached Exhibit A; and the GOODWILL of the Business;

2. "Works," which shall mean any and all expressions of concepts and ideas created, used or published by or for Assignor in connection with the Business, including without limitation any and all publications, plans, photographs, products and marketing, advertising and promotional materials in printed or other form, whether or not the same constitute "Works of Authorship" under the United States copyright laws; and any and all copyright applications filed and registrations received for any of the foregoing in the United States or elsewhere;

3. "Confidential Information," which shall mean any and all information developed or obtained by Assignor relating to the Business comprising trade secrets, proprietary information, formulas, products, protocols, forms, procedures, methods for operating the Business, marketing and advertising practices and plans and financial data, whether or not any of the foregoing is embodied in written or otherwise recorded form;

4. "Inventions," which shall mean discoveries, concepts, developments and ideas relating to the Business, whether or not protectable under the patent or other laws, including without limitation designs, methods, formulas, techniques, articles of manufacture, processes and procedures, as well as improvements and know-how relating thereto; and any and all patent applications filed and patents obtained for any of the foregoing in the United States or in jurisdictions foreign thereto; and

5. Any and all other rights and privileges provided under the copyright, patent, trademark, unfair competition, trade secret and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the material objects in which such rights and privileges are embodied; any and all rights to and under any and all licenses and other agreements and documents relating to any of the foregoing; and any and all rights of publicity and waivers of privacy rights of any and all persons whose names, images, likenesses and other identifying indicia are included in the subject matter to which the foregoing relates.

Any and all rights created by or arising from use of the Proprietary Rights shall, by virtue of this Assignment, inure to and remain the sole and exclusive property of Assignee, and Assignor does hereby waive and renounce any and all claims to such rights.

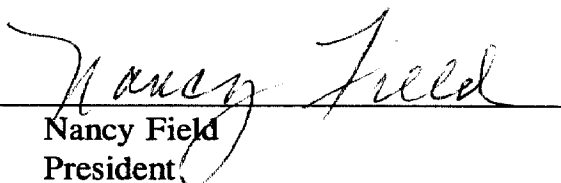
Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

Assignor does hereby authorize and empower Assignee to invoke and claim for any applications, registrations, patents or the like included within the Proprietary Rights, the benefits of any rights to which it may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization.

This instrument shall be binding upon and shall inure to the benefit of the parties, and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, heirs, successors and assigns.

LEISURE PUBLICATIONS

Date: June 28, 2001

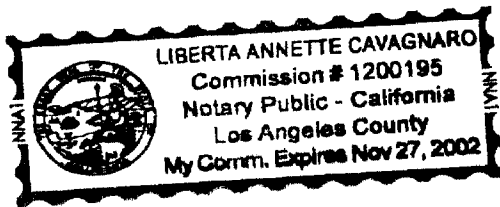
By: 
Nancy Field
President

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

Before me, the undersigned, a Notary Public, on this 27th day of June, 2001, personally appeared Nancy Field, to me known personally, who, being by me duly sworn, did say that she is the President of Leisure Publications, and that said instrument (i.e., the Assignment) was signed on behalf of said Leisure Publications by authority of its Board of Directors, and the said Ms. Field acknowledged said instrument to be her free act and deed.

WITNESS my hand and seal.



Liberta Annette Cavagnaro
Notary Public

My Commission Expires: 11/27/2002

EXHIBIT A

Trademarks

Waterfeatures (Registered with the U.S. Patent and Trademark Office – Registration No. 2,274,606)

Aqua Scapes (Registered with the U.S. Patent and Trademark Office – Registration No. 2,454,268)

Aquatics International (Registered with the U.S. Patent and Trademark Office – Registration No. 2,160,671)

Aquatics International and Design (Registered with the U.S. Patent and Trademark Office – Registration No. 1,693,751)

Aquatics International (Registered with the U.S. Patent and Trademark Office – Registration No. 1,690,974)

Pool & Spa News (Registration applied for with the U.S. Patent and Trademark Office – Serial No. 76/173,774)

Pool & Spa News Aquascapes and Design (Registration applied for with the U.S. Patent and Trademark Office – Serial No. 75/863,778)

Service Marks

Aquatics International (Registered with the U.S. Patent and Trademark Office – Registration No. 2,183,151)

Splash Zone and Design (Registered with the U.S. Patent and Trademark Office – Registration No. 2,323,283)