

08-20-2001



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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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Agreement
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Luxury Media Publications, Inc.
Formerly _____

Execution Date
Month Day Year

06182001

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Massachusetts

Receiving Party

Mark if additional names of receiving parties attached

Name CurtCo Robb Media, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 29160 Heathercliff Road

Address (line 2) Suite 200

Address (line 3) Malibu California 90265

City

State/Country

Zip Code

- Individual
- Corporation
- Other limited liability company
- General Partnership
- Association
- Limited Partnership

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 Delaware

FOR OFFICE USE ONLY

08/17/2001 6TOM11 00000109 1750085

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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 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: 002350 FRAME: 0572

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1750085"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1966019"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

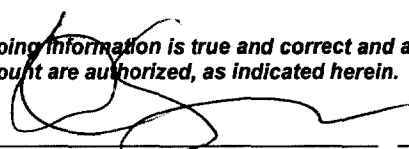
Deposit Account Number: #

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.

David W. Grace



8/8/01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of this 18th day of June, 2001 by and between Luxury Media Publications, Inc., a Massachusetts corporation, having a place of business at 526 Main Street, Acton, Massachusetts 01720 (the "Assignor"), and CurtCo Robb Media, LLC, a Delaware limited liability company, having a place of business at 29160 Heathercliff Road, Suite 200, Malibu, California 90265 (the "Assignee"), with reference to the following:

WHEREAS, Assignor has adopted, used, is using, and is the owner of certain trademarks and trade names listed in the attached Schedule A (the "Marks") and is the owner of the corresponding trademark registrations and applications listed in Schedule A; and

WHEREAS, pursuant to a contribution agreement (the "Contribution Agreement") dated of even date herewith by and among Assignor, Luxury Media Corporation, a Delaware corporation, and Assignee, as Buyer and Assignor desires to assign to Assignee, Assignee desires to acquire from Assignor, the Marks, the applications and registrations for the Marks identified in Schedule A, and the entire goodwill of the business symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment

Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, absolutely and forever, the entire right, title, and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks, and all corresponding registrations and applications, as well as 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.

2. Delivery of Documentation

Simultaneously with the execution and delivery of this Assignment, Assignor agrees to deliver to Assignee all documentation in its possession related to its ownership of the Marks including, without limitation, Assignor's complete application and registration file(s) for the Marks and any and all materials showing Assignor's or its predecessors in interest's first use of the Marks on or in connection with the services listed in Schedule A and first use of the Marks in interstate commerce.

3. Further Assurances

Assignor further agrees, without further consideration, to execute any further documents and instruments and to do such other acts as may be reasonably requested by Assignee to fully effectuate this Assignment.

4. Successors and Assigns

This Assignment, and the covenants and agreements contained herein, shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

5. Governing Law

This Assignment shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of California, without regard to its principles of conflicts of laws.

6. Counterparts

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

IN WITNESS WHEREOF, this Assignment is made as of the date and year first above written.

ASSIGNOR:

Luxury Media Publications, Inc.

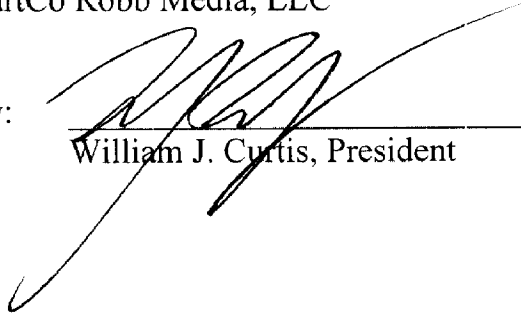
By: 

Name: DANIEL PHILLIPS

Title: CEO

ASSIGNEE:

CurtCo Robb Media, LLC

By: 
William J. Curtis, President

Schedule A

<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Services</u>
The Robb Report	1,750,085	74200605	Magazine for Connoisseurs
For the Affluent Lifestyle	1,966,019	74623811	Magazine

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RECORDED: 08/10/2001 .

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