



## TRADEMARK ASSIGNMENT

WHEREAS, Red Spring Communications, Inc., a Virginia corporation qualified to do business in New York State, with its principal place of business located at 102 Circular Street, Saratoga Springs, New York 12866 ("Assignor") has adopted and is using that certain trademark and trade name that is listed and described in Exhibit "A" attached hereto and such other trademarks, service marks and trade names as may be owned by Assignor that relate only to, and are used by Assignor wholly and solely in connection with the Magazine, together with the goodwill associated with each of the foregoing, collectively the "Marks"; and

WHEREAS, Rodale Inc., a Pennsylvania corporation, having its principal place of business located at 33 East Minor Street, Emmaus, Pennsylvania 18098-0099 ("Assignee") desires to acquire the entire right, title and interest in and to the Marks.

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement dated as of May 30, 2001 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of the Assets of Assignor, and Assignee has agreed to become a successor to a portion of the business of Assignor, to which the Marks pertain and that business is ongoing and existing, and in doing so, Assignee has agreed to assume certain of the liabilities of Assignor, in each case relating to the business of publishing, selling and distributing the Magazine (as defined in the Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest, whether statutory, registered or at

common law, in and to the Marks and any renewals or extensions thereof and the goodwill associated with such Marks together with any and all registrations and pending applications therefore, any and all files and records relating thereto, and the right to recover for past infringements of the Marks.

Capitalized terms used herein shall have the meanings assigned to them in the Agreement unless otherwise defined herein.

Assignor represents and warrants that it has good and marketable title to the Marks assigned hereby, that it has the right to assign and transfer the same, and that said Marks are free and clear of all liens and encumbrances. Assignor, for itself, its successors and assigns, covenants and agrees to warrant and defend the said Marks unto the Assignee, its successors and assigns, against the claims of any person.

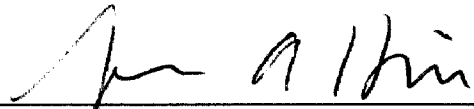
In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

Assignor agrees to execute any further documents and to do such other acts (without any expenditure of monies) as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and Commonwealth of Pennsylvania (without regard to any principles of conflicts of laws for such state).

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 30<sup>th</sup> day of May, 2001.

RED SPRING COMMUNICATIONS, INC.

BY:   
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JAMES A. HILL

EXHIBIT "A"

MARK

REGISTRATION/  
APPLICATION NO.

STATUS

"be" Magazine

76/238344

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