

11-26-2001



U.S. Department of Commerce  
Patent and Trademark Office

EET

101900971

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

1. Name of conveying party(ies):  
 Ironmax, Inc. 11.19.01

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State DELAWARE  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
 Name: PRIMEDIANet Inc.  
 Address: 745 Fifth Avenue  
 New York, New York 10151

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: October 25, 2001

Individual(s) citizenship 11-19-2001  
 Association U.S. Patent & TMO/TM Mail Rcpt Dt. #66  
 General Partnership  
 Limited Partnership, State of  
 Corporation-State DELAWARE  
 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(es) attached?  Yes  No

4. Application number(s) or registration number(s): **See schedule attached**

A. Trademark Application No.(s) B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Cowan, Liebowitz & Latman, P.C.  
 1133 Avenue of the Americas  
 New York, NY 10036-6799

6. Total number of applications and registrations involved:  
**Four (4)**

7. Total fee (37 CFR 3.41)..... \$ 115.00  
 Enclosed  
 Any deficiency is authorized to be charged to  
 Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*

Lawrence Groone 11 19 01  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

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01 FC:481 40.00 OP  
02 FC:482 75.00 OP  
BEM/BEM/23520/00/497282.1

TRADEMARK  
REEL: 002398 FRAME: 0805

SCHEDULE TO TRADEMARK ASSIGNMENT  
Ironmax, Inc. to PRIMEDIANet Inc.

<b>Mark</b>	<b>Application #</b>	<b>Filing Date</b>	<b>Registration #</b>	<b>Date Registered</b>
IRONMAX.COM	76/006,936	March 22, 2000	2,495,826	October 9, 2001
I and Design	75/813,983	October 1, 1999		
IRONMAX	75/813,957	October 1, 1999		
IRONMAX and Design	75/812,831	October 1, 1999		

**TRADEMARK ASSIGNMENT**

**TRADEMARK ASSIGNMENT**, made as of October 25, 2001, between Ironmax Inc., a Delaware corporation ("Assignor"), and PrimediaNet Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor, with offices at 305 N. Hurstbourne Parkway, Suite 225A, Louisville, KY 40222, has adopted, used, is using and is the owner of trademarks, service marks, trade names and trade dress listed on Schedule A attached hereto (collectively, the "Marks") and is the owner of the registrations and pending applications, if any, listed on Schedule A;

**WHEREAS**, Assignee, with offices at 745 Fifth Avenue, New York, NY 10151, desires to acquire any and all rights that Assignor may have in and to the Marks and the registrations and applications thereof together with the goodwill of the business in connection with which Marks are used; and

**WHEREAS**, Assignor and Assignee have executed an Asset Purchase Agreement on the date hereof (the "Agreement"), pursuant to which Assignee is acquiring the assets primarily related to the Business from the Assignor;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to these Marks throughout the world, together with the goodwill of the business symbolized by them, and all registrations and pending applications therefore in the United States, including but not limited to 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.

Assignor agrees to execute any further papers and to do such other acts (without the expenditure of funds) as may be necessary and proper to vest full rights, title and interest in and to the Marks in the Assignee.