

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

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

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

#### Conveying Party

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.)

#### FOR OFFICE USE ONLY

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 THIS ADDRESS.

Mall documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B  
Expires 06/30/99  
OMB 0651-0027

Page 2

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

**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="1198664"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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:

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.

Marta S. Levine

*Marta S. Levine*

March 7, 2002

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT AND ASSUMPTION AGREEMENT

For value received, and in connection with an Asset Purchase Agreement dated December 31, 1990 (the "Agreement"), between Reiman Publications, L.P., a Delaware limited partnership (the "Buyer"), and Farm & Ranch Living, Inc., a Wisconsin corporation (the "Seller"), and notwithstanding that the following property may be conveyed by separate transfer documents, the Seller hereby sells, conveys, assigns and transfers to the Buyer, its successors and assigns, all of the right, title and interest of the Seller in and to the following assets, properties, rights and business of the Seller (collectively, the "Purchased Assets"), which are part of the Purchased Business defined in the Agreement:

a. Title and Trademark; Intellectual Property. The names of the Magazines ("Country", "Country Extra", "Country Handcrafts", and "Farm & Ranch Living"), and all other trademarks, trade names, service marks and logos (including Federal, State and foreign registrations and applications for registration of any of them, and all materials and correspondence relating thereto) and all other intangible assets owned or utilized by the Seller in connection with the Magazines, together with the good will associated with the Magazines and with all of the foregoing trademarks, trade names, service marks and logos;

b. Copyrights. All copyrights covering each issue of the Magazines, including, but not limited to, the copyright registrations pertaining to each issue of the Magazines and all rights to obtain renewals and extensions of such copyrights, together with all causes of action in favor of the Seller with respect to such copyrights;

c. Patents. All patents relating to the Purchased Business and all applications therefor, the registrations pertaining to such patents and the applications therefor and all rights to obtain renewals and extensions thereof, together with all causes of action in favor of the Seller with respect thereto;

d. Editorial and Art Material. All editorial material, photos and negatives, art work and files relating to the Purchased Business, including, but not limited to, editorial material, photos and negatives,

and art work in the process of preparation, and all rights therein, including copyrights therein and all rights to obtain renewals and extensions of such copyrights, together with all causes of action in favor of the Seller with respect to such rights;

e. Mailing and Subscription Lists. All customer lists, mailing lists, subscription lists and similar materials relating to the Purchased Business, including, but not limited to, computer tapes, print-outs and other data with respect to past and current subscribers used or usable by the Seller for mailing list development, and subscription promotion and fulfillment, for the Magazines;

f. Advertising Data. All records, files, films, photos and negatives, current rate cards, records of current and former advertisers, prospect lists, credit information and other data and materials, if any, relating to advertising, advertising space reservations, advertising insertion orders, advertising and promotion of the Magazines;

g. Subscriber Information. All credit information, readership studies, audience surveys and prospect lists with respect to subscribers and prospective subscribers of the Magazines;

h. Business Information. All other records, files and data relating to the Purchased Business and to its mailing and customer lists, subscribers and advertisers, including, but not limited to, all computer software programs (in both man and machine readable form), purchasing and sales records, personnel and payroll records, accounting records, circulation records, analyses of promotional program data and all other materials and records related thereto as the Buyer may reasonably require in its conduct subsequent to the date hereof of the Purchased Business as previously conducted by the Seller;

i. Rights and Choses In Action. All rights and choses in action of the Seller against third parties relating to the Purchased Business;

j. Contract Rights, Etc. All rights of the Seller in, to and under all contracts, licenses, leases, agreements, commitments and purchase and sales orders relating to the Purchased Business, including, but not limited to, all contracts, if any, with advertisers in the Magazines;

k. Discs, Tapes and Cassettes. All of the inventory, if any, of discs, tapes and cassettes relating to the Purchased Business and all rights pertaining thereto;

l. Mail Permit. All rights of the Seller in, to and under any second class mail permits relating to the Magazines;

m. Telephone Numbers, Etc. All interests of the Seller in and to telephone and telex numbers comprising part of the Purchased Business and all listings pertaining to the Seller in all telephone books and directories;

n. Rating Accounts. All of the Seller's rating accounts relating to those employees of the Seller employed in connection with the Purchased Business in the states or other political subdivision in which such employees are employed, and all deposits and reserves maintained in connection therewith;

o. Insurance Policies. All rights of the Seller in, to and under the insurance policies of the Seller relating to the Purchased Business (excluding any life insurance policies); and

p. Cash; Etc. Cash, cash equivalents and investment securities of the Seller having an aggregate value of \$2,400,000.

For value received, the Buyer shall hereby assume all debts, obligations, contracts and liabilities of the Seller related to or arising out of the Purchased Business (such liabilities and obligations being referred to herein as the "Assumed Obligations"), whether or not incurred in the name of the Seller, of any kind, character or description, whether known or unknown, accrued, absolute, contingent or otherwise; except, the Seller's obligations to fulfill subscriptions for the Magazines relating to issues to be delivered after the date hereof, and all liabilities of the Seller to any of Reiman Associates, Inc., Reiman Publications, Inc., Farm Wife, Inc., and Worldwide Country Tours, Inc. (individually, a "Company"). Without limiting the foregoing, the Assumed Obligations shall include the following:

a. all liabilities and obligations (other than those to another Company) of the Seller under all contracts, licenses, leases, agreements, commitments and purchase and sales orders in existence on the date hereof which are related to the Purchased Business;

b. all accounts payable, accrued expenses, and other current liabilities of the Seller (other than those to another Company);

c. all obligations and liabilities with respect to litigation relating to or arising out of the Purchased Business; and

d. all payroll, sales, use and property taxes of the Seller incurred or accrued in the ordinary course of conduct of the Purchased Business on or prior to the Closing Date.

Anything contained here in to the contrary notwithstanding, this Assignment and Assumption Agreement shall not constitute an agreement to assign any contract, license, lease, agreement, commitment, sales order, purchase order or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any other way adversely affect the rights of the Buyer thereunder. The Seller shall use its best efforts to obtain the consent of the other party to the foregoing to the assignment thereof to the Buyer in all cases in which such consent is required for assignment or transfer. If such consent is not obtained or if an attempted assignment thereof would be ineffective or would affect the rights of the Seller thereunder so that the Buyer would not, in fact, receive all such rights, the Seller shall cooperate with the Buyer in any arrangements necessary or desirable to provide for the Buyer the benefit thereunder, including enforcement for the benefit of the Buyer of any and all rights of the Seller against the other party thereto arising out of the breach or cancellation by such other party or otherwise.

IN WITNESS WHEREOF, the Seller has caused this Assignment and Assumption Agreement to be executed this 31st day of December, 1990.

FARM & RANCH LIVING, INC.

By: Norbert F. Whittle  
Name: Norbert F. Whittle  
Title: Secretary

ACCEPTED AND AGREED:

REIMAN PUBLICATIONS, L.P.

By: Reiman Publications Corporation

By: Norbert F. Whittle  
Name: Norbert F. Whittle  
Title: Secretary