

02-22-2002

FORM PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): **Media Central LLC**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Change of Administrative Agent

Execution Date: December 7, 2001

2. Name and address of receiving party(ies):

Name: Primedia Inc.
 Internal Address: _____
 Street Address: 745 Fifth Avenue
 City: New York State: NY ZIP: 10151

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/485,122

B. Trademark Registration No.(s) 2,292,935 ; 2,472,350
2,466,612 ; 2,294,326

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason A. Cohen, Esq.
 Internal Address: Simpson Thacher & Bartlett

 Street Address: 425 Lexington Avenue

 City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached 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.

Jason A. Cohen, Esq.
Name of Person Signing

Signature

2/20/2002
Date

Total number of pages comprising cover sheet: 5

02/22/2002 BBYRNE 00000320 75485122

01 FC:481
02 FC:482

40.00 DP
100.00 DP

Documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002447 FRAME: 0785

AGREEMENT, dated as of December 7, 2001 (this "Agreement"), among PRIMEDIA Inc. ("PRIMEDIA")

REDACTED

and Media Central LLC ("Media Central").

RECITALS

WHEREAS, the Borrowers and Media Central are parties to the Credit Facility Agreement, dated as of December 18, 2000 (as amended through the date hereof, the "Credit Agreement"; capitalized terms defined therein being used herein as so defined, unless otherwise defined herein);

WHEREAS, PRIMEDIA has agreed to become the Lender under the Credit Agreement pursuant to an Assignment, Assumption and Acceptance Agreement of even date herewith between PRIMEDIA and Media Central (the "Assignment"); and

WHEREAS, immediately prior to the effectiveness of the Assignment, PRIMEDIA wishes to succeed Media Central as Administrative Agent;

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

1. Administrative Agent. Media Central hereby resigns as Administrative Agent and PRIMEDIA hereby concurrently succeeds Media Central as Administrative Agent. Media Central agrees to take such further actions as PRIMEDIA may reasonably request, at PRIMEDIA's expense, to effectuate the foregoing, including the delivery to PRIMEDIA of Collateral in Media Central's possession and the execution of appropriate assignments of UCC financing statements and intellectual property filings.

2. Amendment, etc. The Loan Documents are hereby amended to the extent necessary to permit the transactions contemplated by this Agreement. The Borrowers hereby consent to the transactions contemplated by this Agreement and to the Assignment.

3. Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

4. Successors and Assigns; Governing Law. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. This Agreement is governed as to its validity, interpretation, construction and effect by the laws of the Commonwealth of Virginia (without giving effect to the conflicts of law rules of Virginia) or, in the case of matters relating to the Guaranty, the laws of the State of New York.

5. Effectiveness. This Agreement shall become effective upon execution of counterparts hereof by each party hereto. It is the intention of the parties hereto that this Agreement shall become effective immediately prior to the Assignment.

IN WITNESS WHEREOF, each of the undersigned has caused this agreement to be duly executed and delivered as of the date first above written.

MEDIA CENTRAL LLC

By _____
Title: _____

PRIMEDIA INC.

By _____
Title: _____

REDACTED

Schedule A

U.S. Trademark Applications

Title	Application Number	Filing Date
BRILL'S CONTENT	75/485,122	May 14, 1998

U.S. Trademark Registrations

Title	Registration Number	Registration Date
BRILL'S CONTENT	2,292,935	November 16, 1999
SKEPTICISM IS A VIRTUE	2,472,350	July 24, 2001
BRILL'S CONTENT	2,466,612	July 3, 2001
BRILL'S CONTENT THE INDEPENDENT VOICE OF THE INFORMATION AGE	2,294,326	November 23, 1999