

3-14-2002

03-14-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECO. TRADEMARK

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Porch Swing Publishing, Inc.

3.14.02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Correction of Reel/Frame 002260/0718

Execution Date: February 16, 2001

2. Name and address of receiving party(ies)

Name: PRIMEDIA Special Interest Publications, 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 (Designations 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) 76/122,146

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Kieran G. Doyle, Esq.

Internal Address: Cowan, Liebowitz & Latman, P.C.

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed- Previously Paid Authorized to be charged to deposit account

8. Deposit account number:

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.

Kieran G. Doyle

Name of Person Signing

Signature

Date

3/12/02

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

RECEIVED 2002 MAR 14 PM 9:23 ASSIGNMENT SERVICES DIVISION

TRADEMARK REEL: 002461 FRAME: 0137

TRADEMARK ASSIGNMENT

WHEREAS, Porch Swing Publishing, Inc., a Utah corporation having an address at 35 West 1670 South, Orem, UT (“Assignor”), is the owner of certain registered trademarks, trade names, service marks and logos relating to the Business (as defined), including, but not limited to those listed and described on Exhibit A attached hereto (along with the goodwill associated with each of the foregoing collectively, the “Marks”);

WHEREAS, PRIMEDIA Special Interest Publications, Inc., a Delaware corporation having its place of business at 745 Fifth Avenue, New York, NY 10151 (“Assignee”) desires to acquire Assignor’s entire right, title and interest in and to the Marks; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement of even date herewith (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 assume certain of the liabilities of Assignor, in each case relating to the Business (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns all right, title and interest, whether statutory, registered or at common law, in and to the Marks, together with the goodwill symbolized by them, throughout the world, and any renewals or extensions thereof, and 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.

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.

This instrument shall be governed by the laws of the state of New York (without regard to conflicts of laws principles).

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 16th day of February, 2001.

PORCH SWING PUBLISHING, INC.

By: Mark Seaborn
Name: MARK SEABORN
Title: CEO

Mark Seaborn


<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Date of First Use</u>
Creating Keepsakes	75/431,571	
Creating Keepsakes & Design	75/461,098	
CK-OK	75/674,207	
CK OK & Design	75/674,238	
Reader's Choice Design Certification Mark	75/677,926	
Reader's Choice Design Certification Mark	75/677,930	
Mom's Little Book	75/757,942	
Journalettes	76/122,147	
Flipettes	76/122,146	

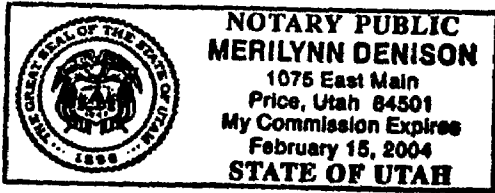
STATE OF Utah)

SS.:

COUNTY OF SL)

On the 16th day of February 2001, before me personally came Mare SEASTRANA, to me known, who being by me duly sworn, did depose and say that he is CEO of Porch Swing Publishing, Inc., the corporation described in and which executed the foregoing instrument, and that he had the authority to sign his name hereto on behalf of the corporation.


Notary Public



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