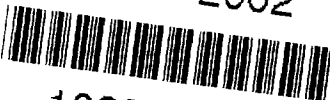


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 2-5-02 WGBH Educational Foundation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Massachusetts
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: This Old House Ventures, Inc.
Internal
Address: 1185 Avenue of the Americas
Street Address: 27th Floor
City: New York State: NY Zip: 10036
Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] 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

OFFICE OF PUBLIC RECORDS
2002 FEB -5 PM 3:10
FINANCE SECTION

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/31/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75-600,856
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attachment 1

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: James R. Guerette, Esq.
Internal Address: Loeb & Loeb LLP
Street Address: 345 Park Avenue
18th Floor
City: New York State: NY Zip: 10154

6. Total number of applications and registrations involved: 20
7. Total fee (37 CFR 3.41) \$ 515.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DONOT 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.
James R. Guerette
Name of Person Signing Signature Date 2/5/02
Total number of pages including coversheet, attachments, and document: 9

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

03/18/2002 6TON11 00000173 75600856

01 FC:481 40.00 DP
02 FC:482 475.00 DP

TRADEMARK REEL: 002463 FRAME: 0028

ATTACHMENT TO RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

**Name of Conveying party:**

**Name and address of receiving party:**

**WGBH EDUCATIONAL FOUNDATION**

**THIS OLD HOUSE VENTURES, INC.  
1185 Avenue of the Americas, 27<sup>th</sup> floor  
New York, NY 10036**

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

B. Trademark Registration No.(s)

1,514,892	1,732,568	1,975,904	1,990,419	1,992,003
2,080,589	2,019,384	2,017,933	2,088,753	2,113,480
2,241,484	2,238,871	2,275,796	2,287,621	2,287,622
2,326,050	2,326,191	2,326,190	2,304,349	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is entered into and made effective as of December 31, 2001, by and between WGBH Educational Foundation, a Massachusetts charitable not-for-profit corporation having an address of 125 Western Avenue, Boston, Massachusetts 02134 (the "Assignor") and This Old House Ventures, Inc., a Delaware Corporation having an address of 1185 Avenue of the Americas, 27<sup>th</sup> Floor, New York, New York 10036 (the "Assignee").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee of even date herewith (the "Asset Purchase Agreement"), Assignee is purchasing from Assignor all rights and substantially all of the assets related to, or used in connection with, the TOH Property (as defined in the Asset Purchase Agreement);

**WHEREAS**, in connection with the Asset Purchase Agreement, Assignor has agreed to transfer to Assignee certain Owned Marks (as defined in the Asset Purchase Agreement); and

**WHEREAS**, certain capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Assignment**. Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest in and to:

(a) the Owned Marks, including all common law rights relating thereto, any and all registrations and applications to register the Owned Marks, including, without limitation, those set forth on Schedule 3.1(i) of the Asset Purchase Agreement, a copy of which is attached hereto as Exhibit A, all licenses for the use of the Owned Marks, and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Owned Marks (all of the foregoing being referred to collectively in this Agreement as the "Trademark Rights");

(b) together with the goodwill of the business appurtenant to and symbolized by such Trademark Rights, (being referred to hereinafter in this Agreement as the "Goodwill"); and

(c) all rights of action both at law and in equity, for past and future infringements, if any, including existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property").

Assignor hereby represents that the Assignor has full right, title and interest in and to the Trademark Property and such Trademark Property is hereby assigned to Assignee free and clear of any liens, claims, security interests or encumbrances whatsoever.

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its reasonable discretion) but for the benefit of Assignee (a) to endorse and/or file or record, all assignments, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property, (b) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Trademark Property as provided herein, (c) to defend or compromise any and all actions, suits or proceedings in respect of the Trademark Property and to do all things in relation thereto as Assignee shall deem advisable, and (d) to take all reasonable action which Assignee may deem proper in order to provide for Assignee the benefits of the Trademark Property. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Entire Agreement.** This Agreement (including the Exhibit attached hereto), the Asset Purchase Agreement and the Conveyance Documents, contain the entire understanding of the parties in respect of their subject matter and supersede all prior agreements and understandings (oral or written) between or among the parties with respect to such subject matter. The Exhibit attached hereto constitutes a part of this Agreement as though set forth in full herein.

4. **Amendment: Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties hereto. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

5. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective permitted successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Applicable Law and Jurisdiction.** This Agreement shall be governed by, and shall be construed, interpreted and enforced in accordance with, the laws of the Commonwealth of Massachusetts (without giving effect to choice of law principles thereof).

8. **Cooperation; Further Assurances.** Assignor agrees, promptly upon the request of Assignee, to execute and deliver such further agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement; provided, however, that Assignee shall reimburse Assignor for all of Assignor's reasonable out-of-pocket costs which Assignor incurs in connection with such filings or recordings requested to be made by Assignee; provided, however, that Assignee shall reimburse Assignor for all of Assignor's reasonable out-of-pocket costs which Assignor incurs in connection with such filings or recordings requested to be made by Assignee.

9. **Assignments.** (a) Assignee may assign, delegate, license or sublicense its rights hereunder, in whole or in part, to any person or entity and such rights may be assigned, delegated, licensed or sublicensed by any assignee thereof.

(b) Assignor may not assign, delegate or license any right or obligation under this Agreement.

[Signatures on following pages]





**EXHIBIT A**

**Owned Marks**



The Owned Marks

The following is a list of the Marks owned by the Seller in connection with the TOH Property, but excluding the "WGBH" Mark:

<u>Registered Trademark</u>	<u>Type</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Country of Registration</u>	<u>International Class</u>
This Old House	plain block	1,514,892	12/29/1988	US	41
This Old House	plain block	1,732,568	11/17/1992	US	9
This Old House	words in window	1,975,904	5/28/1996	US	8,16,21,25,& 41
This Old House	plain block	1,990,419	7/30/1996	US	16
This Old House	plain block	1,992,003	8/6/1996	US	16
This Old House	plain block	465,118	10/25/1996	Canada	16
This Old House	window only	2,080,589	7/22/1997	US	16
This Old House	plain block	2,019,384	11/26/1996	US	16
This Old House	words in window	2,017,933	11/19/1996	US	9
This Old House	plain block	507,711	2/8/1999	Canada	multiple
This Old House	window only	2,088,753	8/19/1997	US	16
This Old House	words in window	507,705	2/8/1999	Canada	multiple
This Old House	window only	507,710	2/8/1999	Canada	multiple
This Old House	window only	2,113,480	11/18/1997	US	9, 37, 41
This Old House	words in window	2,121,106	8/22/1997	UK	16, 41
This Old House	plain block	2,241,484	4/27/1999	US	37
This Old House	words - stylized	2,238,871	4/13/1999	US	16
This Old House	words next to	2,275,796	9/7/1999	US	9, 16
This Old House	plain block	2,287,621	10/19/1999	US	9
This Old House	new style words	2,287,622	10/19/1999	US	9
This Old House	plain block	770,487	8/17/1998	Australia	9
This Old House	plain block	pending		UK	9
This Old House	words & design	pending		UK	9
This Old House	words & design	770,488	1/14/2000	Australia	9
This Old House	plain block	Pending	1/4/2000	US	37
This Old House	Online				
This Old House	new logo and window	2,326,050	3/7/2000	US	16
This Old House	stylized (no window)	2,326,191	3/7/2000	US	16
This Old House	new words & window	2,326,190	3/7/2000	US	41
This Old House	words & window	2,304,349	12/28/1999	US	42
This Old House	Online				

\* Due to a clerical error by the Patent and Trademark Office, the Registration No. (2,306,153) for this Mark was cancelled on December 17, 2001 and has been restored to pending (as Application Serial No. 75/600856) for correction of the classification and republication in the Official Gazette.