

04-09-2002

FORM PTO-1594 (modified)

RECORDATION
TRAC



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

102048465

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

1. Name of conveying party(ies):

CurtCo Freedom Group, L.L.C

Individual(s) Association

General Partnership Limited Partnership

Corporation-State: _____

Other: Delaware limited liability company

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



4-3-02

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

Name: Freedom Technology Media Group, Inc.

Internal Address: _____

Street Address: 156 West 56th Street

City: New York State: NY ZIP: 10019

Individual(s) citizenship: _____

Association _____

General Partnership of: _____

Limited Partnership of: _____

Corporation-State: California

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other: _____

Execution Date: December 31, 1999

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

A. Trademark Application No.(s)

75/810,992

B. Trademark Registration No.(s)

Additional numbers attached Yes No

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

Name: Adam D. Resnick, Esq.

Internal Address: _____

PIPER MARBURY RUDNICK & WOLFE LLP

Street Address: 1200 Nineteenth Street, NW

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41). \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

501150

(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.

Adam D. Resnick, Esq.
Name of Person Signing

[Signature]
Signature

4/3/02
Date

Total no. of pages incl. cover sheets, attachments, and document: 4

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

04/06/2002 TBIQZ1 00000133 75810992

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40.00 GP

TRADEMARK
REEL: 002477 FRAME: 0772

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment of Trademarks**") is made as of December 31, 1999 by CurtCo Freedom Group, L.L.C., a Delaware limited liability company ("**Assignor**") unto and in favor of Freedom Technology Media Group, Inc., a California corporation ("**Assignee**").

Background

- A. Assignor has obtained trademark registrations, or has filed the applications for trademark registration described on Exhibit A attached hereto (collectively, "**Registrations**").
- B. Assignee, as the sole member of Assignor, has determined that it would be in the best interests of Assignee and its sole shareholder to dissolve Assignor effective January 1, 2000.
- C. Upon dissolution of Assignor, Assignee, as the sole member of Assignor, will thereupon be entitled to full and complete ownership of the Registrations, and it is therefore necessary to transfer and assign ownership of said Registrations to Assignee.

Agreement And Assignment

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

- 1. Assignee does hereby sell, convey, transfer, assign and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the Registrations, together with the good will of the business symbolized by the Registrations in the United States of America and its territories and in all foreign countries, including, but not limited to, all common law rights, federal and state statutory rights, all rights to secure trademark registrations therein and to any resulting registrations in Assignee's name as claimant, any and all renewals thereof and all claims, demands, and rights of action which Assignor has, or may have in the future, by reason of any infringement (including past infringement) on the Registrations being assigned pursuant to this Assignment (including any infringement prior to this assignment), with all of the foregoing TO HAVE AND TO HOLD, unto Assignee, its successors and assigns, FOREVER.
- 2. Assignor further agrees to execute any and all powers of attorneys applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.
- 3. This Assignment of Trademarks shall be binding upon, inure to the benefit of and be enforceable by, Assignor and Assignee and their respective permitted successors and assigns.

*CurtCo Freedom Group, L.L.C.
Assignment of Trademarks
Freedom Technology Media Group, Inc.*

4. This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the sole Member of Assignor has executed this Assignment of Trademarks on behalf of Assignor, intending to be legally bound on the date first written above.

CURTCO FREEDOM GROUP, L.L.C., a Delaware limited liability company, Assignor
By: Freedom Technology Media Group, Inc.,
Sole Member

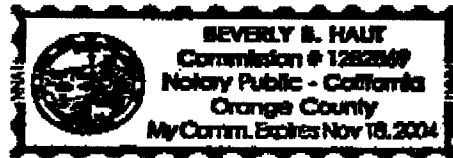
By: David L. Kuykendall
David L. Kuykendall, Senior Vice President and
Chief Financial Officer

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this 31st day of December, 1999, before me, Beverly B. Haut, Notary Public, appeared David L. Kuykendall, the person who signed this Assignment of Trademarks on behalf of CurtCo Freedom Group, L.L.C., by Freedom Technology Media Group, Inc., its sole Member, the above-referenced Assignor, who acknowledged that he signed it as a free act on behalf of the identified Assignor.

Beverly B. Haut
Notary Public



CurtCo Freedom Group, L.L.C.
Assignment of Trademarks
Freedom Technology Media Group, Inc.

EXHIBIT A**SCHEDULE OF TRADEMARKS**

Registered and Pending

Name of Mark	Application Number	Registration Number
SALES & FIELD FORCE AUTOMATION*	75/091,652	2,223,316
HOME OFFICE COMPUTING	75/773,940	1,620,615
HOME OFFICE COMPUTING	75/270,806	2,152,341
AUDIO VIDEO SHOPPER*	75/022,327	2,223,313
CRM	75/625,493	Pending
CUSTOMER RELATIONSHIP MANAGEMENT	75/625,533	Pending
ECRM	75/698,423	Pending
ELECTRONIC CUSTOMER RELATIONSHIP MANAGEMENT	75/698,422	Pending
HOME NETWORK	75/698,424	Pending
HOME NETWORKING	75/698,504	Pending
NETWORKED HOME	75/677,765	Pending
THE NETWORKED HOME	75/677,764	Pending
YOUR NETWORKED HOME	75/676,923	Pending
KNOWLEDGE MANAGEMENT†	75/449,436	Pending
SOHO COMPUTING & COMMUNICATIONS*	75/090,487	Pending
SMALL BUSINESS COMPUTING AND COMMUNICATIONS	75/625,495	Pending
SMALL OFFICE HOME OFFICE COMPUTING & COMMUNICATIONS*	75/130,249	Pending
GEEK†	75/351,170	Pending
Miscellaneous design (magazine border)	75/250,828	Pending
FIELD FORCE AUTOMATION	(1)	(1)
SALES & MARKETING AUTOMATION	(1)	(1)

* - Owned by Freedom Magazines, Inc.

† - Applications filed on behalf of CurtCo Freedom Group, L.L.C., a California limited liability company; amendment being filed to reflect applicant as CurtCo Freedom Group, L.L.C., a Delaware limited liability company

(1) The indicated Trademarks have been applied for by counsel for CurtCo Freedom Group, L.L.C., Steven J. Nataupsky of Knobbe, Martens, Olson & Bear, LLP.

CurtCo Freedom Group, L.L.C.
Assignment of Trademarks
Freedom Technology Media Group, Inc.