

6/16/02

06-13-2002

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



102120693

U.S. 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):

Primedia Business Magazines and Media Inc.

- 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

Execution Date:

2. Name and address of receiving party(ies)

Name: York Associates LLC

Internal Address:

Street Address: 1532 Barrington Court

City: Atlanta State: GA Zip: 30327

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

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)

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: Charles A. Perry

Internal Address:

Street Address: 1532 Barrington Court

City: Atlanta State: GA Zip: 30327

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$200.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Charles A. Perry Name of Person Signing

Charles A. Perry Signature

1355.00 CHECK Refund Totals 5/29/02 Date

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

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

06/12/2002 JJALLAH2 00000004 1100704

01 FC:481 49.00 DP 02 FC:482 25.00 DP

Refund Ref: 06/12/2002 JJALLAH2 0000117826

TRADEMARK REEL: 002524 FRAME: 0236

SCHEDULE A

| Mark | Owner | Application/ Filing Date | Registration/ Date | Classes/Goods/Services |
|-------------------------------------|---------------------------------|-------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| WATERWAY GUIDE | Intertec Publishing Corporation | 73/108,932 Filed: 12/8/96 | 1,100,704 Dated: 8/29/78 | 16: GUIDE BOOK TO COASTAL WATERS FOR POWER AND SAIL BOATING PUBLISHED ANNUALLY |
| WATERWAY GUIDE CAPTAIN'S EDITION | Intertec Publishing Corporation | 75/872,547 Filed: 12/14/99 | 2,495,625 Dated: 10/9/01 | 16: PUBLICATION, NAMELY, GUIDES ABOUT INTRACOASTAL AND CONNECTING WATERWAYS, INCLUDING BRIDGE SCHEDULES, WAY POINTS AND ANCHORAGES AND MARINAS |

EXECUTION VERSION

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of March 15, 2002, between PRIMEDIA Business Magazines and Media Inc., a Delaware corporation ("Assignor"), and York Associates, LLC, a Georgia limited liability company ("Assignee").

WHEREAS, Assignor, has adopted, used, is using and is the owner of trademarks, service marks and trade names listed on Schedule A attached hereto (collectively, the "Marks") and is the owner of the registrations and pending applications, if any, listed on Schedule A;

WHEREAS, Assignee desires to acquire any and all rights that Assignor may have in and to the Marks and the registrations and applications thereof together with the goodwill of the business in connection with which Marks are used; and

WHEREAS, Assignor and Assignee have executed an Asset Purchase Agreement on the date hereof (the "Agreement"), pursuant to which Assignee is acquiring the assets primarily related to the Business from the Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to these Marks throughout the world, together with the goodwill of the business symbolized by them, and all registrations and pending applications therefore in the United States, including but not limited to 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.

Assignor agrees to execute any further papers and to do such other acts (without the expenditure of funds) as may be necessary and proper to vest full rights, title and interest in and to the Marks in the Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date first written above.

**PRIMEDIA BUSINESS MAGAZINES AND MEDIA
INC.**

By: 

Name: Christopher A. Fraser
Title: Vice President