


RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0851-0027 (exp. 8/31/2002) 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): Primedia Magazines Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other <u>Delaware</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Eagle New Media Investments, LLC</u> Internal Address: <u>c/o Tribune Company</u> Street Address: <u>495 N. Michigan Avenue</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60611</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>August 1, 2002</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75900748</u> B. Trademark Registration No.(s) <u>1919567 1957605</u> <u>1322160 1372439</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michael A. Parks</u> Internal Address: <u>Tribune Company</u> Street Address: <u>495 N. Michigan Avenue</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60611</u>	6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): <u>140.</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>201498</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Michael A. Parks</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>August 9, 2002</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 4 </div>		

Total number of pages including cover sheet, attachments, and document: 4
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20531

TRADEMARK

REEL: 002524 FRAME: 0798

EXECUTION COPY**TRADEMARK ASSIGNMENT**

WHEREAS, Assignor (as defined below) is the owner of (i) certain imprints, titles, trademarks (including, without limitation, all registrations thereof and pending applications therefor), trade names, logos and designs used primarily in the Business (as defined in the Agreement referred to below), including, but not limited to, those listed and described on Schedule 4.12(a) to the Agreement, along with associated goodwill as provided in the Agreement (collectively, but in each case excluding the PRIMEDIA Marks (as defined in the Agreement referred to below), the "Marks"), and (ii) the Internet domain names "www.chicagomag.com" and "www.chicagomagazine.com" (the "Domain Names"); and

WHEREAS, PRIMEDIA Inc., PRIMEDIA Magazines Inc. and PRIMEDIANet Inc., each a Delaware corporation (collectively, "Assignor"), and Eagle New Media Investments, LLC, a Delaware limited liability company ("Assignee"), have entered into an Asset Purchase Agreement dated as of July 29, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain Assets (as defined in the Agreement), including the Marks and the Domain Names, and Assignee has agreed to assume certain liabilities of Assignor.

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 and the Domain Names, 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.

Assignor authorizes and requests the United States Patent and Trademark Office to record Assignee as owner of the Marks, including any renewals and extensions thereof, and to issue any and all trademark registrations of the United States thereon to Assignee, as owner of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors and assigns or other legal representatives, all of the foregoing at the sole cost and expense of Assignee.


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 the conflicts of laws principles thereof or of any other State).

Assignor agrees, at Assignee's expense (if applicable), to execute any further agreements, instruments and other documents and to perform such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks and the Domain Names in Assignee.

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 1st day of August, 2002.

PRIMEDIA Inc.
PRIMEDIA Magazines Inc.
PRIMEDIANet Inc.

By: 
Name: Christopher A. Fraser
Title: SVP - Law

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>Reg./Serial No.</u>	<u>Reg./Filing Date</u>
CHICAGO	1,319,357	February 12, 1985
CHICAGO	75/900748	January 21, 2000
CHICAGO (stylized)	1,367,605	October 29, 1985
CHICAGO GUIDE	1,322,160	February 26, 1985
CHICAGO SETTINGS	1,372,439	November 26, 1985