

06-28-2002

U.S. Department of Commerce
Patent and Trademark Office



SHEET

6.302

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

<p>1. Name of conveying party(ies): Homemaker Schools, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other Delaware limited liability company Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: The Reader's Digest Association, Inc.</p> <p>Address: Reader's Digest Road Pleasantville, New York 10570-7000</p> <p><input type="checkbox"/> Individual(s) citizenship Jan <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>May 20, 2002</u></p>	

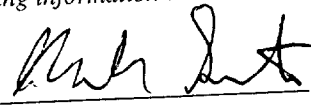
<p>4. Application number(s) or registration number(s):</p> <table border="0"> <tr> <td data-bbox="51 976 795 1123"> <p>A. Trademark Application No.(s)</p> </td> <td data-bbox="795 976 1537 1123"> <p>B. Trademark Registration No.(s) <u>2,089,229</u></p> </td> </tr> </table> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) <u>2,089,229</u></p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Karl A. Scheider The Reader's Digest Association, Inc. Reader's Digest Road Pleasantville, NY 10570-700</p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>40</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Any deficiency is authorized to be charged to Deposit Account No. 18-0570</p> <p>8. Deposit Account No. 18-0570</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Mark A. Sirota
Name of Person Signing


Signature

6/3/02
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail to: U.S. Patent and Trademark Office, Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

06/28/2002 TDIAZ1 00000004 180570 2089229
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TRADEMARK
REEL: 002533 FRAME: 0155

ASSIGNMENT OF TRADEMARKS

This TRADEMARKS ASSIGNMENT is made this 20th day of May, 2002 by Homemaker Schools, LLC, a Delaware limited liability company ("Assignor"), to The Reader's Digest Association, Inc., a Delaware corporation ("Assignee").

WHEREAS, Reiman Holding Company, LLC, of which Assignor is a wholly-owned subsidiary ("Parent"), Assignee and certain equityholders of Parent are parties to an Asset Purchase Agreement (the "Purchase Agreement;" capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Purchase Agreement), dated as of March 21, 2002, pursuant to which, among other things, Parent is to cause Assignor to transfer certain Trademarks of Assignor to Assignee.

WHEREAS, Assignor is the owner of the Trademarks set forth on Exhibit 1 hereto.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor's right, title and interest throughout the world in and to the Trademarks set forth on Exhibit 1 hereto and any other Trademarks owned by Assignor, together with the associated goodwill and all applications, registrations, renewals, extensions, continuations, divisions and reissues relating thereto, all rights under licenses thereof and all rights to sue and recover for any and all past, present and future infringements of any of the Trademarks for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and respective legal representatives, free and clear of all Encumbrances. Assignor hereby appoints Assignee and its successors, assigns and respective legal representatives as true and lawful attorneys of Assignor to execute such further documents and instruments, and do such other acts and things as may be necessary or appropriate to effect the intentions hereof.

HOMEMAKER SCHOOLS, LLC

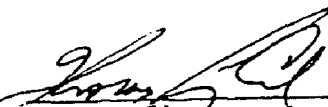
By: 
Name: THOMAS E. CURL
Title: PRESIDENT & CEO

Exhibit 1

Mark	Reg. (App.) No.	Reg. (App.) Date	Goods and Services
HOMEMAKER SCHOOLS	2,089,229	08/19/1997	Educational services, namely, conducting culinary courses, and distributing course materials in connection therewith