

07-12-2002

HEET

MRO

7-09.02



To the Honorable Commissioner of Patents and Trademark

102152688

reof.

1. Name of conveying party(ies):

PRIMEDIA Specialty Group Inc.

- Individual(s)
- General Partnership
- Corporation- Delaware
- Other
- Association
- Limited Partnership

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

2. Name and Address of receiving party(ies)

Name: Gravity Games LLC
 Address: c/o PRIMEDIA Inc.
 Attn: General Counsel
 745 Fifth Avenue
 New York, NY 10151

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 25, 2002

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)

75/578961; 76/201328; 76/301329; 76/241139; 76/407179

B. Trademark Registration No.(s)

2084092; 2464289; 2522255; 2531119

Additional numbers attached? Yes No

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

Deborah K. Squiers, Esq.
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ 240

- Enclosed
- Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. _____
(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.

Deborah K. Squiers
 Name of Person Signing

Deborah K. Squiers
 Signature

July 9, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 5

07/11/2002 DBYRNE 00000223 75578961

01 FC:481
02 FC:482

40.00 OP
200.00 OP

"Express Mail" Mailing Label Number

EL84311138545

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202 on

7/9/2002

(Date of Deposit)

Esther Seitzer

(Typed or printed name of person mailing paper or fee)

(Signature)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, dated as of April 25, 2002 (the "Assignment Date"), is entered into by (i) PRIMEDIA Specialty Group Inc. (formerly known as EMAP USA, Inc.), a Delaware corporation ("Assignor") and an indirect, wholly-owned subsidiary of PRIMEDIA Inc., a Delaware corporation ("PRM"), and (ii) Gravity Games LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of certain rights to and interests in the "Gravity Games" name and related trademarks, styles, logos, designs and other trade dress with respect thereto, including, without limitation, the trademark registrations and applications listed on Schedule A hereto (the "GG Marks"); and

WHEREAS, PRM is a party to the Limited Liability Company Agreement of Assignee of the LLC (the "LLC Agreement"; except as otherwise defined herein, capitalized terms defined in the LLC Agreement are used herein as defined therein), pursuant to which PRM agrees to cause Assignor to convey, assign and transfer to Assignee, subject to PRM's Repurchase Option, all of Assignor's right, title and interest in and to the GG Marks, certain other intellectual property rights, if any, and rights under certain license agreements, and the LLC agrees to assume obligations under such license agreements, all as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Subject to the terms and conditions set forth in the LLC Agreement (including, without limitation, PRM's Repurchase Option), Assignor hereby conveys, assigns and transfers unto Assignee, its legal successors and permitted assigns, all of its right, title and interest, whether statutory, registered or at common law, in and to the GG Marks and any other intellectual property rights related exclusively to the Event, 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.
2. Subject to the terms and conditions set forth in the LLC Agreement (including, without limitation, PRM's Repurchase Option) and the Licensing Rep Agreement, (a) Assignor hereby assigns to Assignee all of its rights as licensor under each Existing License Agreement and (b) Assignee hereby assumes and agrees to pay, perform and discharge, as applicable, all of Assignor's obligations as licensor under each Existing License Agreement.
3. Assignor agrees, at Assignee's sole cost and 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 GG Marks in Assignee.

4. On and as of the Assignment Date, Assignor represents and warrants to Assignee and Octagon Member that:

(A) Schedule B to the LLC Agreement contains an accurate and complete description of all GG Marks Registrations and Applications.

(B) Assignor owns all interests in the GG Marks purported to be owned by it and, pursuant hereto and to Section 1(c)(ii) of the LLC Agreement, is transferring all such interests to Assignee on the Effective Date, free and clear of any liens, claims, charges, encumbrances, mortgages, pledges and security interests of any kind, other than those listed on Schedule B to the LLC Agreement.

(C) Except as listed on Schedule B to the LLC Agreement, Assignor has received no written notice of any claim or allegation that the use of the GG Marks infringes the rights of any third party.


(D) PRM has provided to Octagon Member true and complete copies of the Existing License Agreements, each of which is in full force and effect and is valid and enforceable in accordance with its respective terms against each Affiliate of PRM party thereto (assuming that such Existing License Agreement is valid and enforceable against each other party thereto) and, to Assignor's knowledge, against each such other party. Neither Assignor nor, to Assignor's knowledge, any third party is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under any Existing License Agreement.

5. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Assignment and Assumption Agreement and the LLC Agreement, the terms, provisions and conditions of the LLC Agreement shall govern.

6. 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).

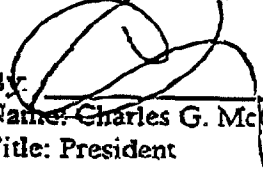
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be duly executed and delivered as of the date first above written.

PRIMEDIA SPECIALTY GROUP INC.


By: 
Name: Beverly C. Chell
Title: Vice Chairman

GRAVITY GAMES LLC

By: PRIMEDIA California Digital Inc.,
as its member

By: 
Name: Charles G. McCurdy
Title: President

By: Octagon Marketing and Athlete Representation,
Inc., as its member

By: 
Name: Mark Bingham
Title: President, North America

SCHEDULE A

<i>Country:</i> United States						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
GRAVITY	16	75/166924	9/16/96	2084092	7/29/97	Registered
GRAVITY FESTIVAL	25, 41	75/578961	10/28/98			Filed
G DESIGN	9, 25, 41	75/603663	12/11/98	2464289	6/26/01	Registered
GRAVITY GAMES & DESIGN	41	76/167615	11/17/00	2522255	12/25/01	Registered
GRAVITY GAMES	41	76/194014	1/11/01	2531919	1/22/02	Registered
GRAVITY GAMES & DESIGN	9, 12	76/201328	1/29/01			Filed
G DESIGN	12, 28	76/201329	1/29/01			Filed
G DESIGN	32	76/241139	4/16/01			Filed
GRAVITY GAMES & DESIGN	9	76/407179	5/10/02			FILED