

U.S. Department of Commerce
Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies): International Equipment Exchange, Ltd.

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
 Corporation-State DELAWARE
___ Other _____
Additional name(s) of conveying party(ies) attached? ___ Yes ___ No

2. Name and Address of receiving party(ies)
Name: PRIMEDIA Information, Inc.
Address: 10 Lake Drive
Hightstown, New Jersey 08520

3. Nature of conveyance:
 Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Other _____
Execution Date December 22, 1999

___ Individual(s) citizenship
___ Association
___ General Partnership
___ Limited Partnership
 Corporation-State DELAWARE
___ 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,788,133 and 1,792,596
Additional numbers attached? ___ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Baila H. Celedonia, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved:
Two (2)
7. Total fee (37 CFR 3.41)..... \$65.00
 Enclosed
Any deficiency is authorized to be charged to
Deposit Account No. 03-3415.
8. Deposit Account No. 03-3415
(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.
Baila H. Celedonia Baila Celedonia 10/9/02
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 5

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

LWG/BEM/17221/00/538935.1

CERTIFICATE OF FACSIMILE TRANSMISSION

The undersigned hereby certifies that the above-captioned correspondence is being transferred by facsimile to the United States Patent and Trademark Office on the date shown above.


Dated October 9, 2002

EXECUTION COPY

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of December 22, 1999, between **International Equipment Exchange, Ltd.**, a Georgia corporation ("Assignor"), and **PRIMEDIA Information, Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor, with offices at 210 East Main Street, Walhalla, South Carolina 29691, has adopted, used, is using and is the owner of trademarks, service marks, trade names and trade dress 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, with offices at 10 Lake Drive, Hightstown, New Jersey 08520, desires to acquire the Marks and the registrations and applications thereof; and

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement, dated as of even date herewith (the "Agreement"), pursuant to which Assignee is acquiring from the Assignor the assets related to the Business;

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 therefor, 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 title in and to the Marks in the Assignee.

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

INTERNATIONAL EQUIPMENT EXCHANGE, LTD.

By: _____
Name:
Title:


PRIMEDIA INFORMATION, INC.

By: *Ann M. Riosanu*
Name: ANN M. RIOSANU
Title: VICE PRESIDENT

IEE.TM.1

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

INTERNATIONAL EQUIPMENT EXCHANGE, LTD.

By: 
Name: John C. Investor, Jr.
Title: Secretary & Treasurer

PRIMEDIA INFORMATION, INC.

By: _____
Name: _____
Title: _____

IEE.TM.1

STATE OF South Carolina
COUNTY OF Oconee)
SS.:

On the 22nd day of December 1999, before me personally came John C. Ivester, Jr., to me known, who being by me duly sworn, did depose and say that he is Sec. of International Equipment Exchange, Ltd., the corporation described in and which executed the foregoing instrument, and that he had the authority to sign his name hereto on behalf of the corporation.

Darlene B. Mize
Notary Public
My Commission Expires: 10-31-01

SCHEDULE A

<u>Trademark</u>	<u>Registration No./ Serial No.</u>
"The Last Bid and Design"	1,792,596
"Kwik Reference"	1,425,718
"Fast Break"	1,788,133
"The Last Bid & Design"	U.K. Reg. #: 1,579,678
"International Equipment Exchange"	1,132,173

IEE.TM.1