

12-09-2002



Commissioner of Patents and Trademarks: P

ments or copy thereof

1. Name of conveying party(ies):

102304999

receiving party(ies):

Primedia Special Interest Publications, Inc.
500 North Dearborn, Suite 1100
Chicago, IL

Fancy Publications, Inc.
2401 Beverly Boulevard
Los Angeles, CA 90057

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

___ Individual(s) citizenship:
___ Association:
___ General Partnership:
___ Limited Partnership:
 Corporation: California
___ Other:

10-29-02

3. Nature of conveyance:

Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ 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

Execution Date: 12/17/01

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,573,321 Issued 12/26/89

Additional numbers attached?

___ Yes No

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

Michael A. Lisi, Esq.
Rader, Fishman & Grauer PLLC
39533 Woodward Avenue
Suite 140
Bloomfield Hills, Michigan 48304
(248) 594-0629

6. Total number of applications and registrations involved: One (1)

7. Total fee (37 CFR 3.41).....\$40.00

___ Enclosed

Authorized to be charged to deposit account.

8. Deposit Account Number: 18-0013
(Attach duplicate copy of this page if using deposit account)

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.

Michael A. Lisi, Esq.
Name

Signature

10/28/02
Date

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited via Federal Express in an envelope addressed to: Commissioner for Trademarks, BOX ASSIGNMENT FEE, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on October 28, 2002.

Date: October 28, 2002

Mary Jennifer Wunsche

12/06/2002 GTOM11 00000104 180013 1573321
01 FC:6521 40.00 CH

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ASSIGNMENT

WHEREAS, Primedia Special Interest Publications, Inc., a Delaware corporation at 500 North Dearborn, Suite 1100, Chicago, IL, USA, 60610 (and formerly located at No. 2 News Plaza, Peoria, IL, USA, 61614) ("Assignor"), is owner of the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

U.S. Trademark Registration No. 1,573,321 for
DOG WORLD dated December 26, 1989; and

Any and all rights and privileges provided under the laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; any and all registrations and applications for the mark and renewals thereof; the rights in any related domain names, including but not limited to, DOGWORLDMAG.COM; any rights associated with the design and appearance of the mark, including any logos, stylizations, designs, and presentations thereof; any rights to the trade dress in which the mark was used in commerce; and the right to bring suit and collect for past infringements thereof.

WHEREAS, Fancy Publications, Inc., a California corporation at 2401 Beverly Boulevard, Los Angeles, California 90057 ("Assignee"), wishes to acquire and Assignor wishes to transfer to Assignee the Trademark Rights;

NOW, THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest in and to the Trademark Rights;

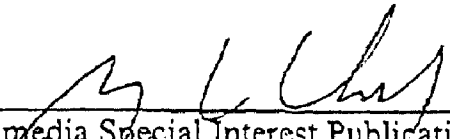
Assignor shall, without further consideration, execute any additional documents and take such further action as may be reasonably requested to vest in Assignee good, clear, valid and marketable title to the Trademark Rights.

Assignor shall not use or attempt to register the Trademark Rights or any confusingly similar designations.

Assignor shall not challenge or attack the validity or title of Assignee in the Trademark Rights or oppose or petition to cancel any applications filed or registrations received with respect to such rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

Dated: December 17, 2001

By: 
Primedia Special Interest Publications, Inc.

Printed Name: Beverly C. Chell
Title: Vice Chairman