

02-07-2003

3 SHEET  
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102359066

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

1. Name of conveying party(ies):

**Weider Publications, Inc.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State (DE)
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: **Weider Publications, LLC**

Internal Address: \_\_\_\_\_

Street Address: **21100 Erwin Street**

City: **Woodland Hills** State: **CA** ZIP: **91367**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other **Delaware Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: **January 23, 2003**

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

A. Trademark Application No.(s)

**76065912**

**See Attached Continuation of Item Four**

B. Trademark Registration No.(s)

**See Attached Continuation of Item Four**

Additional number(s) attached?  Yes  No

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

Name: **Robyn Rahbar, Esq.**

Internal Address: **Simpson Thacher & Bartlett**

Street Address: **425 Lexington Avenue**

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved: 89

7. Total fee (37 CFR 3.41): ..... \$2,240.00

- Enclosed
- Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(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.*

**Robyn Rahbar, Esq.**  
Name of Person Signing

*Robyn Rahbar*  
Signature

**2/6/03**  
Date

02/10/2003 DBYRNE 00000004 76065912

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521  
02 FC:8522

40.00  
2200.00 DP documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002664 FRAME: 0703**

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**

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

| <b>App. No.</b> | <b>App. No.</b> | <b>App. No.</b> | <b>App. No.</b> |
|-----------------|-----------------|-----------------|-----------------|
| 76/065,912      | 76/363,124      | 76/379,154      | 76/475,870      |
| 75/908,799      | 76/379,152      | 76/379,156      | 76/475,872      |
| 75/909,315      | 76/381,535      | 76/379,151      | 76/363,121      |
| 76/363,114      | 76/381,534      | 76/379,718      | 76/454,921      |
| 76/272,580      | 76/381,533      | 76/379,155      | 76/363,111      |
| 76/272,579      | 76/379,510      | 76/379,160      | 75/492,547      |
| 76/394,759      | 76/379,150      | 76/358,478      | 75/492,538      |
| 76/394,758      | 76/461,984      | 76/379,509      | 75/942,667      |
| 76/394,757      | 76/272,582      | 76/379,508      | 75/492,546      |
| 76/394,760      | 76/272,581      | 76/379,506      | 75/397,970      |
| 76/394,756      | 76/198,601      | 76/363,123      | 75/942,666      |
| 76/446,341      | 76/198,600      | 76/265,048      | 76/272,578      |
| 75/923,079      | 76/198,602      | 76/475,511      | 76/363,113      |
| 76/272,577      | 76/194,791      | 76/363,122      | 76/358,480      |
| 76/272,576      |                 |                 |                 |

| <b>Reg. No.</b> | <b>Reg. No.</b> | <b>Reg. No.</b> | <b>Reg. No.</b> |
|-----------------|-----------------|-----------------|-----------------|
| 2,493,865       | 2,465,029       | 1,519,426       | 2,571,727       |
| 2,188,470       | 2,285,899       | 1,956,592       | 1,495,154       |
| 1,994,180       | 2,472,316       | 2,197,109       | 1,525,562       |
| 2,553,015       | 2,186,744       | 1,240,271       | 2,189,909       |
| 2,186,743       | 2,109,655       | 2,254,062       | 1,498,564       |
| 1,340,659       | 2,053,774       | 2,259,027       | 2,134,850       |
| 2,162,235       | 2,105,850       | 1,790,311       | 2,189,911       |
| 2,433,879       | 2,291,337       | 2,429,023       | 2,639,482       |

**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is effective as of January 23, 2003 by and between WEIDER PUBLICATIONS, INC., a Delaware corporation, located and doing business at 21100 Erwin Street, Woodland Hills, CA 91367, ("Assignor") and WEIDER PUBLICATIONS, LLC, a Delaware limited liability company, located and doing business at 21100 Erwin Street, Woodland Hills, CA 91367 ("Assignee");

WHEREAS, Assignor has adopted, used, is using, and owns the trademark registrations listed in Schedule A and the trademark applications listed in Schedule B, each attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (collectively, the "Trademarks");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademarks together with the goodwill symbolized by said Trademarks.

**ASSIGNOR:**

**Weider Publications, Inc., a Delaware corporation**

Executed this 23rd day of January, 2003.

By: J. Russell Denson  
Name: J. Russell Denson  
Title: President and Chief Executive Officer

**ASSIGNEE:**

**Weider Publications, LLC, a Delaware limited liability company**

Executed this 23rd day of January, 2003.

By: J. Russell Denson  
Name: J. Russell Denson  
Title: Chief Executive Officer

WPI - U.S. TRADEMARKS

**SCHEDULE A****REGISTERED TRADEMARKS**

| <b>REGISTERED TRADEMARKS</b>                             | <b>REG. NO.</b> | <b>REG. DATE</b> |
|--|-----------------|------------------|
| FIT FOR LIFE RESPONSE PAK                                | 2,493,865       | 10/2/2001        |
| FIT PREGNANCY  | 1,994,180       | 8/13/1996        |
| FIT PREGNANCY  | 2,188,470       | 9/8/1998         |
| FIT-X  | 2,553,015       | 3/26/2002        |
| FLEX   | 1,340,659       | 6/11/1985        |
| FLEX   | 2,186,743       | 9/1/1998         |
| FOR GIRLS WHO DARE TO BE REAL                            | 2,162,235       | 6/2/1998         |
| H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM | 2,433,879       | 3/6/2001         |
| HARD BODY RESPONSE PAK                                   | 2,465,029       | 7/3/2001         |
| HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM          | 2,285,899       | 10/12/1999       |
| HERS   | 2,472,316       | 7/24/2001        |
| JUMP   | 2,109,655       | 10/28/1997       |
| JUMP   | 2,186,744       | 9/1/1998         |
| LIVING FIT   | 2,053,774       | 4/22/1997        |
| LIVING FIT   | 2,105,850       | 10/14/1997       |
| LIVING FIT   | 2,291,337       | 11/9/1999        |
| MEN'S FITNESS  | 1,519,426       | 1/3/1989         |
| MEN'S FITNESS  | 1,956,592       | 2/13/1996        |
| MEN'S FITNESS  | 2,197,109       | 10/20/1998       |
| MUSCLE & FITNESS   | 1,240,271       | 5/31/1983        |
| MUSCLE & FITNESS   | 2,254,062       | 6/15/1999        |
| NATURAL HEALTH   | 2,259,027       | 7/6/1999         |
| NATURAL HEALTH THE GUIDE TO WELL-BEING & DESIGN          | 1,790,311       | 8/31/1993        |
| PRIME HEALTH & FITNESS                                   | 2,429,023       | 2/20/2001        |
| REAL GIRL SIGHTINGS                                      | 2,571,727       | 5/21/2002        |
| SHAPE  | 1,495,154       | 7/5/1988         |
| SHAPE  | 1,525,562       | 2/21/1989        |

WPI - U.S. TRADEMARKS

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**TRADEMARK**  
**REEL: 002664 FRAME: 0706**

| <b>REGISTERED TRADEMARKS</b> | <b>REG. NO.</b> | <b>REG. DATE</b> |
|------------------------------|-----------------|------------------|
| SHAPE                        | 2,189,909       | 9/15/1998        |
| SHAPE (Stylized)             | 1,498,564       | 8/2/1988         |
| SHAPE COOKS                  | 2,134,850       | 2/3/1998         |
| SHAPE COOKS                  | 2,189,911       | 9/15/1998        |
| SHAPE ESCAPE                 | 2,639,482       | 10/22/2002       |

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WPI - U.S. TRADEMARKS

TRADEMARK  
REEL: 002664 FRAME: 0707

**SCHEDULE B****TRADEMARK APPLICATIONS**

| <b>TRADEMARK APPLICATION</b>                  | <b>SERIAL NO.</b> | <b>FILING DATE</b> |
|---|-------------------|--------------------|
| ACTIVE.LIFE.STYLE                             | 76/065,912        | 6/8/2000           |
| ARMED FORCES                                  | 75/908,799        | 2/2/2000           |
| ARMED FORCES and Design                       | 75/909,315        | 2/3/2000           |
| FIT PREGNANCY BRAND FRANCHISE<br>ENCYCLOPEDIA | 76/363,114        | 1/25/2002          |
| FLEX -BATTLE OF THE BICEPS                    | 76/272,579        | 6/15/2001          |
| FLEX - BATTLE OF THE BICEPS                   | 76/272,580        | 6/15/2001          |
| FLEX MAGAZINE                                 | 76/394,759        | 4/8/2002           |
| FLEX MAGAZINE                                 | 76/394,757        | 4/8/2002           |
| FLEX MAGAZINE                                 | 76/394,758        | 4/8/2002           |
| FLEX MAGAZINE                                 | 76/394,760        | 4/8/2002           |
| FLEX MAGAZINE                                 | 76/394,756        | 4/8/2002           |
| FLEXY   | 76/446,341        | 9/3/2002           |
| GIFT-O-METER                                  | 75/923,079        | 2/18/2000          |
| JOE WEIDER'S BATTLE OF THE BICEPS             | 76/272,577        | 6/15/2001          |
| JOE WEIDER'S BATTLE OF THE BICEPS             | 76/272,576        | 6/15/2001          |
| MEN'S FITNESS BRAND FRANCHISE<br>ENCYCLOPEDIA | 76/363,124        | 1/25/2002          |
| MUSCLE & FITNESS                              | 76/379,152        | 2/22/2002          |
| MUSCLE & FITNESS                              | 76/381,534        | 3/1/2002           |
| MUSCLE & FITNESS                              | 76/381,535        | 3/1/2002           |
| MUSCLE & FITNESS                              | 76/381,533        | 3/1/2002           |
| MUSCLE & FITNESS                              | 76/379,510        | 2/22/2002          |
| MUSCLE & FITNESS                              | 76/379,150        | 2/22/2002          |
| MUSCLE & FITNESS                              | 76/461,984        | 10/28/2002         |
| MUSCLE & FITNESS — BATTLE OF THE<br>BICEPS    | 76/272,581        | 6/15/2001          |
| MUSCLE & FITNESS — BATTLE OF THE<br>BICEPS    | 76/272,582        | 6/15/2001          |
| MUSCLE & FITNESS' BIG MAN ON                  | 76/198,600        | 1/20/2001          |

WPI - U.S. TRADEMARKS

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**TRADEMARK**  
**REEL: 002664 FRAME: 0708**

| <b>TRADEMARK APPLICATION</b>                | <b>SERIAL NO.</b> | <b>FILING DATE</b> |
|---|-------------------|--------------------|
| CAMPUS                                      |                   |                    |
| MUSCLE & FITNESS' BIG MAN ON CAMPUS         | 76/198,601        | 1/20/2001          |
| MUSCLE & FITNESS' BIG MAN ON CAMPUS         | 76/194,791        | 1/10/2001          |
| MUSCLE & FITNESS' BIG MAN ON CAMPUS         | 76/198,602        | 1/20/2001          |
| MUSCLE & FITNESS HERS                       | 76/379,154        | 2/22/2002          |
| MUSCLE & FITNESS HERS                       | 76/379,156        | 2/22/2002          |
| MUSCLE & FITNESS HERS                       | 76/379,151        | 2/22/2002          |
| MUSCLE & FITNESS HERS (Stylized)            | 76/379,718        | 2/22/2002          |
| MUSCLE & FITNESS HERS (Stylized)            | 76/379,155        | 2/22/2002          |
| MUSCLE & FITNESS HERS (Stylized)            | 76/379,160        | 2/22/2002          |
| MUSCLE & FITNESS HOMEBODY                   | 76/358,478        | 1/14/2002          |
| MUSCLE & FITNESS (Stylized)                 | 76/379,509        | 2/22/2002          |
| MUSCLE & FITNESS (Stylized)                 | 76/379,508        | 2/22/2002          |
| MUSCLE & FITNESS (Stylized)                 | 76/379,506        | 2/22/2002          |
| NATURAL HEALTH BRAND FRANCHISE ENCYCLOPEDIA | 76/363,123        | 1/25/2002          |
| NATURAL HEALTH NEWS                         | 76/265,048        | 6/1/2001           |
| PARTNER POWER PROGRAM                       | 76/475,511        | 12/16/2002         |
| SHAPE                                       | 76/363,122        | 1/25/2002          |
| SHAPE                                       | 76/475,870        | 12/17/02           |
| SHAPE                                       | 76/475,872        | 12/17/02           |
| SHAPE (Stylized)                            | 76/363,121        | 1/25/2002          |
| SHAPE (Stylized)                            | 76/454,921        | 9/23/2002          |
| SHAPE BRAND FRANCHISE ENCYCLOPEDIA          | 76/363,111        | 1/25/2002          |
| SHAPE'S ESSENTIAL GUIDE TO ADVENTURE TRAVEL | 75/492,547        | 5/28/1998          |
| SHAPE'S ESSENTIAL GUIDE TO BEAUTY           | 75/492,538        | 5/23/1998          |
| SHAPE'S ESSENTIAL GUIDE TO FALL             | 75/942,667        | 3/13/2000          |
| SHAPE'S ESSENTIAL GUIDE TO GEAR             | 75/492,546        | 5/23/1998          |
| SHAPE'S ESSENTIAL GUIDE TO SUMMER           | 75/397,970        | 12/1/1997          |

WPI - U.S. TRADEMARKS

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TRADEMARK  
REEL: 002664 FRAME: 0709

| <b>TRADEMARK APPLICATION</b>           | <b>SERIAL NO.</b> | <b>FILING DATE</b> |
|--|-------------------|--------------------|
| SHAPE'S ESSENTIAL GUIDE TO WINTER      | 75/942,666        | 3/13/2000          |
| SHAPE'S FIT FOR ADVENTURE              | 76/272,578        | 6/15/2001          |
| WEIDER BRAND FRANCHISE<br>ENCYCLOPEDIA | 76/363,113        | 1/25/2002          |
| WEIDER'S HOMEBODY                      | 76/358,480        | 1/14/2002          |

WPI - U.S. TRADEMARKS

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RECORDED: 02/06/2003

TRADEMARK  
REEL: 002664 FRAME: 0710