

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Primedia Special Interest Publications, Inc.
500 North Dearborn
Suite 1100
Chicago, Illinois 60610

2. Name of receiving party(ies):

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

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

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

3. Nature of Conveyance:

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

Execution Date: 12/17/01

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(Designation must be a separate document)

Additional name(s) and address(es) attached?

- Yes
- No

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,491,093

Additional number(s) attached: Yes No

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

Michael A. Lisi
Rader, Fishman & Grauer PLLC
39533 Woodward Avenue
Suite 140
Bloomfield Hills, MI 48304

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
Name


Signature

7/9/03
Date

CH \$40.00 180013 1491093

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. 1,491,093 for
CATS MAGAZINE dated June 7, 1988; 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, CATSMAG.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;

DEC 17 2001 5:17 PM FR PRIMEDIA LEGAL

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 G. Chell

Title: Vice Chairman