

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Adams Media Corporation		07/08/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	F&W Publications, Inc.
Street Address:	4700 East Galbraith Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 8

Property Type	Number
Registration Number:	2716472
Registration Number:	1826346
Registration Number:	2417399
Registration Number:	2379837
Registration Number:	2063316
Registration Number:	2697705
Registration Number:	2499895
Registration Number:	2592313

CORRESPONDENCE DATA

Fax Number: (401)276-6611

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 2716472

Phone: 401-274-9200
Email: trademark@ealaw.com
Correspondent Name: John E. Ottaviani
Address Line 1: 101 Federal Street, PO Box 9169
Address Line 4: Boston, MASSACHUSETTS 02209

ATTORNEY DOCKET NUMBER:

34981/0170

NAME OF SUBMITTER:

Efrosyni Iosiphidis

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 8th day of July, 2003, between Adams Media Corporation, a corporation formed under the laws of the Commonwealth of Massachusetts with an address at c/o Robert Adams, 73 Richards Avenue, Sharon, MA 02067 ("Assignor"), and F&W Publications, Inc., an Ohio corporation with an address at 4700 East Galbraith Road, Cincinnati, OH 45236 ("Assignee").

WHEREAS, Assignor has adopted, used, is using and is the sole and exclusive owner of the marks listed on the attached Exhibit A (the "Marks") in interstate commerce; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of May 19, 2003 (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain of the assets of Assignor, and Assignee has agreed to assume certain of the liabilities of Assignor;

WHEREAS, Assignor wishes to assign all of its right, title, and interest in and to the Marks to Assignee; and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks.

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

1. **Assignment.** Assignor hereby sells, grants, assigns, transfers, conveys and delivers to Assignee its entire right, title and interest in, to and under the Marks, and any and all registrations and applications therefor, as part of the entire business or portion thereof to which the Marks pertain as required by 15 USC §1060, together with the goodwill of the business symbolized by the Marks in the United States and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for its own use and enjoyment and for the use and equipment of its successors, assigns, or other legal representatives.

2. **Further Assistance.** Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (except for perfection under subparagraph (d) below, which shall be at the expense of Assignor) (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, exhibits, specimens or other documentation as may be reasonably required):

(a) in the preparation, maintenance and prosecution of any applications or registrations or any applications for renewal of registrations covering the Marks in the United States and throughout the world;

(b) in the prosecution or defense of any oppositions, interferences, infringement suits, or other proceedings that may arise in connection with the Marks anywhere in the world, including, but not limited to, testifying as to any facts relating to the trademarks assigned herein and this Assignment;

(c) in obtaining any additional trademark, service mark or trade name protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or throughout the world;

(d) in the perfection of the Assignor's title to the Marks and the assignment of the Marks to Assignee under this Assignment; and

(e) in the recordation of the ownership transfer to Assignee of the Marks with the U.S. Patent and Trademark Office or other agency (domestic or foreign).

3. **Consent of Assignee.** Assignee hereby acknowledges and consents to the assignment by Assignor to Assignee of, and Assignee hereby assumes, all of the right, title and interest in the Marks, and any and all registrations and applications therefor, pursuant to the Asset Purchase Agreement.

4. **No Conflicts.** In the event of any conflict or inconsistency between the terms, provisions, and conditions of this Copyright Assignment document and the Asset Purchase Agreement, the terms, provisions, and conditions of the Asset Purchase Agreement shall govern.

5. **Governing Law.** This instrument shall be governed by the laws of the Commonwealth of Massachusetts (without regard to conflicts of laws principles).

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

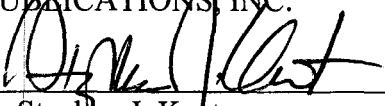
ASSIGNOR:

ADAMS MEDIA CORPORATION

By: _____
Name: Robert Adams
Title: President

ASSIGNEE:

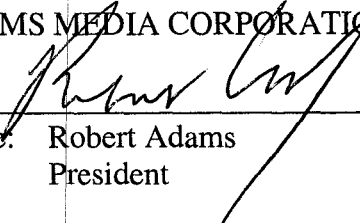
F&W PUBLICATIONS, INC.

By:  _____
Name: Stephen J. Kent
Title: President and CEO

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

ADAMS MEDIA CORPORATION

By: 
Name: Robert Adams
Title: President

ASSIGNEE:

F&W PUBLICATIONS, INC.

By: _____
Name: Stephen J. Kent
Title: President and CEO

EXHIBIT A

TRADEMARKS

<u>MARK</u>	<u>REG/SERIAL NO.</u>
A CUP OF COMFORT	2716472
MR. CHEAP'S	1826346
STREETWISE	2417399
EVERYTHING	2379837
EVERYTHING	2063316
EVERYTHING.COM	2697705
ADAMS MEDIA CORPORATION	2499895
FASTREAD	2592313
ADAMS STREETWISE	2041233 (Cancelled)
ADAMS STREETWISE	2016471 (Cancelled)
STREETWISE	Abandoned
DODO BRAINS	Abandoned