

04-02-2003

Pat No.: 161810.0103

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To the Honorable Commissioner of Patents:

102406602

... documents or copy thereof.

1. Name of conveying party  
 McMullen Argus Publishing, Inc.  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation - State of California  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Ashton, International Media, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address 44 Front Street, Suite 280  
 City: Worcester State: MA ZIP: 01608  
 Association \_\_\_\_\_  
 Individual (s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State Delaware  
 Other \_\_\_\_\_

3. Nature of conveyance  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
 Execution Date: September 30, 2002

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 trademark number(s):  
 A. Trademark Application No.(s)  
 B. Trademark No.(s) 1,675,552; 2,100,469  
 Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 02  
 7. Total Fee (37 C.F.R. 3.41)..... \$65  
 Enclosed  
 Authorized to charge any deficiencies or credit any overpayment to deposit account  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
50-1935  
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Raymond I. Bruttomesso, Jr.  
 Internal Address: \_\_\_\_\_  
Bowditch & Dewey, LLP  
 04/01/2003 TDI 021 00000042 1675552  
 01 FC:852 40.00 OP  
 02 FC:852 25.00 OP  
 Street Address: 161 Worcester Road  
P.O. Box 9320  
 City: Framingham State: MA ZIP: 01701-9320

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.*  
Raymond I. Bruttomesso, Jr.      [Signature]      March 25, 2003  
 Name of Person Signing      Signature      Date  
 Total number of pages including cover sheet, attachments, and document: 3

FINANCE SECTION  
M 8 0 1

**TRADEMARK ASSIGNMENT**

**TRADEMARK ASSIGNMENT**, effective as of September 30, 2002, between MCMULLEN ARGUS PUBLISHING, INC., a California corporation ("Assignor"), and ASHTON INTERNATIONAL MEDIA, INC., a Massachusetts corporation ("Assignee").

**WHEREAS**, Assignor, has adopted, used, is using and is the record owner of trademarks, service marks and trade names listed on Schedule A attached hereto (collectively, the "Marks") and is the record owner of the registrations and pending applications, if any, listed on Schedule A:

**WHEREAS**, Assignee desires to acquire any and all rights that Assignor may have in and to the Marks and the registrations and applications thereof together with the goodwill relating to the Publication in connection with which Marks are used; and

**WHEREAS**, PRIMEDIA Enthusiast Publications Inc. and Assignee have executed an Asset Purchase Agreement on September 30, 2002 (the "Agreement"), pursuant to which Assignee is acquiring the Assets primarily related to the ownership and operation of the Publication from PRIMEDIA Enthusiast Publications Inc.;

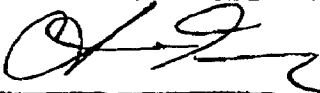
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to these Marks throughout the world, together with the goodwill relating to Publication symbolized by them, and all registrations and pending applications therefore in the United States, 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.

All defined terms used herein shall have the meanings assigned to them in the Agreement.

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

Dated: Nov. 6, 2002

MCMULLEN ARGUS PUBLISHING, INC.

By:   
Name: Christopher Fraser  
Title: Sr. Vice President