

04-02-2003

RECORD

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TR



To the Honorable Commissioner of Patents

102406603

nal documents or copy thereof.

1. Name of conveying party
 Primedia Enthusiast Publications, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Pennsylvania
 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 _____
 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

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

4. Application number(s) or trademark number(s):
 A. Trademark Application No.(s) 76/132, 026

B. Trademark No.(s) 1,331,985

04/02/2003 TDIAZ1 00000041 76132026

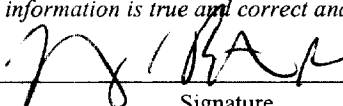
01 FC:8521 40.00 OP
02 FC:8522 375.00 OP

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Raymond I. Bruttomesso, Jr.
 Internal Address: _____
Bowditch & Dewey, LLP
 Street Address: 161 Worcester Road
P.O. Box 9320
 City: Framingham State: MA ZIP: 01701-9320

6. Total number of applications and registrations involved: 16
 7. Total Fee (37 C.F.R. 3.41)..... \$415.00
 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)

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.  March 25, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Continuation of Item 4
Ashton International Media, Inc.

Trademark Registration Nos.

1,306,958
2,325,585
1,883,528
1,415,437
1,827,811
2,512,061
2,429,040
1,875,933
1,314,524
1,761,318
2,334,719
2,152,456
1,798,117
2,252,426

COPY

EXECUTION COPY

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of September 30, 2002, between PRIMEDIA ENTHUSIAST PUBLICATIONS INC., a Pennsylvania corporation ("Assignor"), and ASHTON INTERNATIONAL MEDIA, INC., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor, has adopted, used, is using and is the owner of trademarks, service marks and trade names listed on Schedule A attached hereto (collectively, the "Marks") and is the 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, Assignor and Assignee have executed an Asset Purchase Agreement on the date hereof (the "Agreement"), pursuant to which Assignee is acquiring the Assets primarily related to the ownership and operation of the Publication from the Assignor;

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.

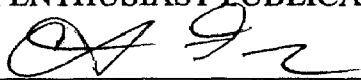
Assignor agrees to execute any further papers and to do such other acts (without the expenditure of funds) as may be necessary and proper to vest full rights, title and interest in and to the Marks in the Assignee.

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

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

PRIMEDIA ENTHUSIAST PUBLICATIONS INC.

By: _____



Name: Christopher Fraser

Title: Senior Vice President

TRADEMARK
REEL: 002704 FRAME: 0324

SCHEDULE A

<u>Mark</u>	<u>Class</u>	<u>App.#</u>	<u>App. Dt</u>	<u>Reg.#</u>	<u>Reg.Dt</u>
BEIE BOOK DOLLS & VALUES	16			1331085	4/23/85
DOLL READER	16			1306958	11/27/84
DOLL READER	42	75/541708	8/24/98	2325585	3/7/00
DOLL READER (STYLIZED)	16			1883528	3/14/95
DOLLS OF THE YEAR	41			1415437	10/28/86
DOLLS OF THE YEAR	41			1827811	3/22/94
DOTY	35	76/054043	5/23/00	2512061	11/27/01
DOTY DOLL READER DOLLS OF THE YEAR AND DESIGN	35	75/281292	4/25/97	2429040	2/20/01
TEDDY BEAR AND FRIENDS (STYLIZED)	16			1875933	1/24/95
THE TEDDY BEAR AND FRIENDS	16			1314524	1/15/85
THE ULTIMATE AUTHORITY	16			1761318	3/30/93
THE ULTIMATE AUTHORITY	42	75/541714	8/24/98	2334719	3/28/00
THE ULTIMATE DOLL AUTHORITY	16	76/132026	9/18/00		
TOBY	35	75/281540	4/25/97	2152456	4/21/98
TOBY AND DESIGN	35			1798117	10/12/93
TOBY TEDDY BEAR AND FRIENDS AND DESIGN	35	75/281539	4/25/97	2252426	6/15/99

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