

04-23-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102427472

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

1. Name of conveying party(ies):

PRIMEDIA ENTHUSIAST PUBLISHING INC. 745 FIFTH AVENUE NEW YORK, NY 10151

4-2103

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

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

2. Name and address of receiving party(ies)

Name: F&W Publications, Inc.

Internal

Address:

Street Address: 4700 East Galbraith Road

City: Cincinnati State: Ohio Zip: 45236

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio 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 Corrected Trademark Assignment

Execution Date: 08262002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2145981

Additional number(s) attached Yes No

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

Name: John E. Ottaviani, Esq.

Internal Address:

Edwards & Angell, LLP

Street Address:

2800 Financial Plaza

City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500402

(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.

Jennifer N. Oswitt, Esq.

Name of Person Signing

Jennifer N. Oswitt Signature

April 15, 2003

Date

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

6

04/22/2003 ECOOPER 00000147 500402 2145981 01 FC:0521 40.00 CH

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

OFFICE OF PATENT RECORDS FINANCE SECTION 2003 APR 21 AM 9:02

TRADEMARK REEL: 002716 FRAME: 0253

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of August 26, 2002, between F&W Publications, Inc., an Ohio corporation, having an address at 4700 East Galbraith Road, Cincinnati, Ohio ("Assignee"), and PRIMEDIA Enthusiast Publishing Inc., a Delaware corporation, having its place of business at 745 Fifth Avenue, New York, NY 10151 ("Assignor").

WHEREAS, About, Inc. and Assignor, on the one hand, and Assignee, on the other hand, have entered into an Asset Purchase Agreement, on the date hereof (the "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, in each case relating to the Business (as defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of certain registered trademarks relating to the Business (as defined in the Purchase Agreement), including, but not limited to those listed and described on Exhibit A attached hereto (along with the goodwill associated with each of the foregoing collectively, the "Marks");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its legal successors and permitted assigns all right, title and interest, whether statutory, registered or at common law, in and to the Marks, together with the goodwill symbolized by them, throughout the world, and any renewals or extensions thereof, and 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.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern.


This instrument shall be governed by the laws of the state of New York (without regard to conflicts of laws principles).

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest all right, title and interest in and to the Marks in Assignee.

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IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto effective as of the 26th day of August, 2002.

**PRIMEDIA ENTHUSIAST PUBLICATIONS,
INC.**

By: 
Name: Christopher Fraser
Title: Senior Vice President

F&W PUBLICATIONS INC.

By: _____
Name: Michael J. Dominguez
Title: Vice President

EXHIBIT A

<u>Trademark</u>	<u>Registration No./ Serial No.</u>	<u>Reg. Date</u>
Horticulture the Magazine Of American Gardening	United States, application no. 75/192824 Reg No. 2145981	2/24/98

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RECORDED: 04/21/2003

**TRADEMARK
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