

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMEDIA Net Inc.		07/25/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	iVillage Inc.
Street Address:	500 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8	
Property Type	Number
Serial Number:	76401875 GURLSTYLE
Serial Number:	78152623 GURL
Serial Number:	78168583 GURL
Registration Number:	2204908 GURL
Registration Number:	2619815 GURL.COM
Registration Number:	2655592 GURL
Registration Number:	2655591 GURL
Registration Number:	2504533 DEAL WITH IT

CORRESPONDENCE DATA	
Fax Number:	(212)506-5151
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-506-5150
Email:	bbreen@orrick.com
Correspondent Name:	Bradford S. Breen
Address Line 1:	666 Fifth Avenue
Address Line 4:	New York, NEW YORK 10103

CH \$215.00 76401875

ATTORNEY DOCKET NUMBER:

9704/12

NAME OF SUBMITTER:

Bradford S. Breen

Total Attachments: 4

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of July 25, 2003, between PRIMEDIANet Inc., a Delaware corporation ("Assignor"), and iVillage, Inc., a Delaware 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 Publications 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 Publications 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 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.

PRIMEDIANet INC.

By: _____
Name:
Title:

Agreed to and Accepted by:
iVillage, Inc.

By: 
Name: Scott Levine
Title: Chief Financial Officer

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of July 25, 2003, between PRIMEDIANet Inc., a Delaware corporation ("Assignor"), and iVillage, Inc., a Delaware 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 Publications 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 Publications 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 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.

PRIMEDIANet INC.

By: 

Name:

Title:

**Christopher A. Fraser
Senior Vice President**

Agreed to and Accepted by:

iVillage, Inc.

By: _____

Name:

Title:

SCHEDULE A
TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	GURL and Design	75/237820	2/7/97	2204908	11/24/98	REGISTERED



Rec. Owner: PRIMEDIANet, Inc.

42: COMPUTER SERVICES, NAMELY, PROVIDING ON-LINE GENERAL INTEREST MAGAZINE; PROVIDING A GENERAL INFORMATION INTERACTIVE COMPUTER DATA BASE

United States	GURL.COM and Design	76/131027	9/19/00	2619815	9/17/02	REGISTERED
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Rec. Owner: PRIMEDIANet, Inc.

25: CLOTHING, NAMELY T-SHIRTS

United States	GURL	76/131026	9/19/00	2655592	12/3/02	REGISTERED
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Rec. Owner: PRIMEDIANet, Inc.

38: PROVIDING ON LINE CHAT ROOMS FOR THE TRANSMISSION OF MESSAGES AMONG COMPUTER USERS CONCERNING TOPICS OF INTEREST TO YOUNG ADULTS; PROVIDING ONLINE BULLETIN BOARDS CONCERNING TOPICS OF INTEREST TO YOUNG ADULTS

41: ENTERTAINMENT SERVICES, NAMELY, PROVIDING INFORMATION BY MEANS OF THE GLOBAL COMPUTER NETWORK ON TOPICS OF INTEREST TO YOUNG ADULTS

42: COMPUTER SERVICES, NAMELY, PROVIDING ON-LINE GENERAL INTEREST MAGAZINE

United States	GURL	76/131025	9/19/00	2655591	12/3/02	REGISTERED
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Rec. Owner: PRIMEDIANet, Inc.

25: CLOTHING, NAMELY T-SHIRTS

United States	DEAL WITH IT	76/203294	1/30/01	2504533	11/6/01	REGISTERED
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Rec. Owner: PRIMEDIANet, Inc.

42: COMPUTER SERVICES, NAMELY, PROVIDING ON-LINE DATABASE WITH INFORMATION DIRECTED TOWARD WOMEN AND GIRLS

United States

GURLSTYLE

76/401875

4/30/02

FILED

Rec. Owner: PRIMEDIANet, Inc.

3: PERFUMERY, NAMELY, EAU DE PERFUME, EAU DE TOILETTE, PERFUME; COSMETICS, NAMELY, FOUNDATION MAKE-UP, FACE POWDER, COVERUP CREAM AND CONCEALER, LIPSTICK, LIP GLOSS, EYE LINER, EYESHADOW, MASCARA, EYEBROW PENCIL, BROW FIXER, COSMETIC PENCILS, CHEEK BLUSH, NAIL ENAMEL, BRONZERS AND FACIAL SUNSCREEN; TOILETRIES, NAMELY FACIAL CLEANSERS, FACIAL MOISTURIZERS, EYE CREAM, EYE GEL, EYE MAKEUP REMOVER, FACIAL MAKEUP REMOVER, SKIN BLEMISH PREPARATIONS, FACIAL TONER, FACIAL SOAPS, HAND CREAM, BODY CREAM, BODY LOTION, BODY GEL, BODY POWDER, NON-MEDICATED SKIN CARE PREPARATIONS, NON-MEDICATED ANTI-WRINKLE CREAM, NON-MEDICATED SKIN RENEWAL CREAM, FACIAL EXFOLIATING PREPARATIONS, FACE MASQUES, SELF-TANNING PREPARATIONS, PERSONAL SOAPS, HAIR SHAMPOO, HAIR CONDITIONER, HAIR SPRAY, HAIR MOUSSE, HAIR GEL, HAIR HUMECTANT, ANTIPERSPIRANT/DEODORANT AND ESSENTIAL OILS FOR PERSONAL USE

United States

GURL

78/152623

8/9/02

FILED

Rec. Owner: PRIMEDIANet, Inc.

25: CLOTHING FOR YOUNG WOMEN AND GIRLS, BELTS AND BAGS

United States

GURL DESIGN

78/168583

9/27/02

FILED



Rec. Owner: PRIMEDIANet, Inc.

18: HANDBAGS

25: CLOTHING BELTS AND JEANS

CONTESTED PROCEEDING:

United States

Delia*s Corp. and PRIMEDIANet, Inc. v. The Bureau Press, LLC

Client's Mark:

GURL

Adverse Party's Mark:

Adverse Party's Number:

Asiangurls.com

Serial No. 75655408

Opposition Number:

122119