05-27-2003

Form **PTO-1594** (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)



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

| Tab settings ⇔⇔⇔ ▼ 1024 | 57049 |
|--|---|
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | |
| 1. Name of conveying party(ies): 5.22.03 | 2. Name and address of receiving party(ies) |
| Dell Magazines, Inc. | Name: Penny Marketing Limited Partner- |
| 0 | Internal ship Address: |
| ☐ Individual(s) ☐ Association | |
| General Partnership Limited Partnership | Street Address: 6 Prowitt Street |
| Corporation-State Delaware | City: Norwalk State: CT Zip: 06855 |
| Other | Individual(s) citizenship |
| | Association_ |
| Additional name(s) of conveying party(les) attached? 🖳 Yes 🔀 No | General Partnership Connecticut |
| 3. Nature of conveyance: | Limited Partnership |
| 🕍 Assignment 🖳 Merger | Corporation-State |
| Security Agreement Ghange of Name | Other |
| Other Correction of cover sheet | If assignee is not domiciled in the United States, a domestic representative designation is attached: 📮 Yes 🌠 No |
| Execution Date: March 7, 1996 | (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes You No |
| 4. Application number(s) or registration number(s): | 1 055 000 |
| A. Trademark Application No.(s) | 1,055,090 B. Trademark Registration No.(s) 1,864,272 |
| 74/632,444 74/632,609 | 592,448 597,933 1,248,926 592,447 |
| | 743,033 994,733 1,389,847 719,684 |
| Additional number(s) attached Yes No | |
| Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and registrations involved: |
| Name: Gregory J. Battersby | |
| | 7. Total fee (37 CFR 3.41)\$ 315.00 |
| Internal Address: Grimes & Battersby, LLP | <u> </u> |
| | Enclosed |
| | Authorized to be charged to deposit account |
| | |
| Street Address: 488 Main Avenue | 8. Deposit account number: |
| | 07-2162 |
| | |
| City: Norwalk State: CT Zip: 06851 | (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. | |
| JAMES G CAPLY 5/16/2002 | |
| Name of Person Signing Signature Date | |
| Total number of pages including cover sheet, attachments, and document: | |

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Mail documents to be recorded with required cover sheet informat Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

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| # 28M PTC-1594 RECT (IRBN RECT (I | U.S. DEPARTMENT OF COMMERCE |
| C143 No. 0651-0011 (exp. 4/94) ARD 3-25-96 | Patent and Trademark Office |
| | Please record the attached original documents or copy thereof. |
| Name of conveying party(les): Dell Magazines, Inc. | Name and address of receiving party(ies) |
| 1540 Broadway 5 MAR 2 5 1396 New York, NY 10036 | Name: Penny Press Limited Partnership Internal Address: |
| Individual(s) General Partnership Limited Partnership | Street Address: 6 Prowitt Street |
| I Corporation-State (Delaware) Other | City: Norwalk State: CT ZIP: 06855 |
| additional name(s) of conveying party(ies) attached? Q Yes Q No | ☐ Individual(s) citizenship ☐ Association |
| 3. Nature of conveyance: 2 Assignment | ☐ General Partnership <u>Connecticut</u> ☐ Limited Partnership☐ Corporation-State☐ Cther |
| ☐ Security Agreement ☐ Change of Name ☐ Cher ☐ Change of Name ☐ Securion Date: March 7, 1996 | If assignee is not domiciled in the United States, a comestic representative designation is attached: "I Yes "I No (Designations must be a separate document from assignment) |
| | Additional name(s) & address(es) attached? © Yes © No |
| 4. Application number(s) or patent number(s): | |
| A. Tracemark Application No.(s) 74/632,444 74/632,609 | 8. Trademark Registration No.(s) 592,447 592,448 597,933 719,684 743,033 994,733 1,055,090 1,248,926 1,389,847 1,864,272 |
| Accilional numbers at | tached? C Yes 🗷 No |
| Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and registrations involved: |
| Name: Gregory J. Battersby Internal Address: GRIMES & BATTERSBY | 7. Total fee (37 CFR 3.41) |
| The half Acciess. GRIED & MITTERS I | A Enclosed |
| | Authorized to be charged to deposit account |
| Street Address: P.O. Box 1311 | 8. Deposit account number: |
| Three Landmark Square City Stamford State: CT ZIP: 06904 | 07-2162 |
| City Stamford State: CT ZIP: 06904 | (Attach dublicate copy of this page if paying by deposit account) |
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| Total number of pages including cover sheet, attachments, and document: | |
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Dell Magazines, Inc., a Delaware corporation, having its principal office at 1540 Broadway, New York, NY 10036 ("Seller") and Penny Marketing Limited Partnership, a Connecticut Limited Partnership, having its principal office at 6 Prowitt Street, Norwalk, CT ("Buyer") are parties to an Asset Purchase Agreement dated March 1, 1996 (the "Asset Purchase Agreement") providing among other things, that Seller transfer certain Assets to Buyer (as defined in the Asset Purchase Agreement) on the terms and conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller executed and delivered to Buyer a Bill of Sale dated March <u>7</u>, 1996 pursuant to which Seller granted, sold, assigned, transferred and set over to Buyer, among other things, all of Seller's rights in certain Trademarks (as defined in the Asset Purchase Agreement and as set out in Schedule A attached thereto) including any registrations thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller hereby assigns unto Buyer all of Seller's right, title and interest in and to such Trademarks.

Executed this 7th day of March, 1996

DELL MAGAZINES, INC.

PENNY PRESS LIMITED PARTNERSHIP By: PENNY PRESS, INC., a General Partner

By D M Our

Title: Treasure

By:

Title:

(Notorial Certificate)

PANLA M. BREEN
Notary Public, State of New York
No. 52-4716864
Qualified in Serfett County
ommission Expires

Trademarks and Title Names (excluding any trademark using "Dell" or "Dell Magazines")

Trademark Registrations (All in US only except where noted)

Analog Science Fact Science Fiction & Design (U.S. PTO No. 743,033)

Astounding (U.S. PTO No. 1,864,272)

Horoscope (U.S. PTO No. 1,055,090)

Isaac Asimov's Science Fiction Magazine (U.S. PTO No. 1,389,847)

Kriss Kross Puzzles (U.S. PTO No. 719,684)

Official Crossword Puzzles (stylized) (U.S. PTO No. 592,447)

Pencil Puzzles & Word Games (U.S. PTO No. 1,248,926)

Pocket Crossword Puzzies (stylized) (U.S. PTO No. 592,448)

Word Search Puzzles --(U.S. PTO No. 994,733; Canada No. 437,511)

Your Future (stylized) (U.S. PTO No. 597,933)

U.S. PTO Applications Pending

Tanglewords (U.S. PTO Application No. 74/632,609)

Unknown Worlds (U.S. PTO Application No. 74/632,444)

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Title Names

All the trademark rights, if any, in the titles listed on Schedule 1.21 as well as the following:

Astounding Stories
Astounding Science Fact & Fiction
Astounding Science Fiction
Astounding Science-Fiction
Analog
Analog Science Fact & Fiction
Analog Science Fact - Science Fiction
Analog Science Fiction - Science Fact
Analog Science Fiction/Science Fact
Unknown
Unknown Worlds

RECORDED: 05/22/2003

Licensed Marks

- 1. Seller has rights as Assignee of Licensee to use the name and marks "Ellery Queen" and/or "Ellery Queen's Mystery Magazine" pursuant to a License Agreement dated July 12, 1978. The registered owners of the mark "Ellery Queen Mystery Magazine" are Frederick Dannay, Estate of Manfred B. Lee and The Colonial Bank and Trust Company.
- 2. Seller has right as Assignee of Licensee to use the name, photograph, specimen signature and other likeness of Alfred Hitchcock pursuant to License Agreement dated April 27, 1975.

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