

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
Belvoir Publications, Inc.		12/12/2003	CORPORATION:
Belvoir Publications, Inc.		12/12/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Tufts Media, LLC
Street Address:	169 Holland Street
City:	Somerville
State/Country:	MASSACHUSETTS
Postal Code:	02144-2401
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2653775	YOUR DOG
Registration Number:	1912853	YOUR DOG
Registration Number:	1829381	CATNIP

CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212 294 6700
Email:	vrichard@winston.com
Correspondent Name:	Virginia R. Richard
Address Line 1:	200 Park Avenue
Address Line 4:	New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	81519.2
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NAME OF SUBMITTER:	Virginia R. Richard
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Total Attachments: 3

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**TRADEMARK
 REEL: 002826 FRAME: 0134**

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TRADEMARK ASSIGNMENT

Dated as of December 12, 2003

WHEREAS, BELVOIR PUBLICATIONS, INC., a Delaware corporation located and doing business at 75 Holly Hill Lane, Greenwich, CT 06836 (“Assignor”), is the registered owner of trademark(s) set out in Schedule “A” hereto;

WHEREAS, TUFTS MEDIA, LLC, a Delaware limited liability company located and doing business at 169 Holland St., Somerville, MA 02144-2401 (“Assignee”), is desirous of acquiring said trademark(s) and all associated goodwill in said trademark(s);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, all rights, title and interest in and to said trademark(s), together with the goodwill of the business symbolized by said trademark(s), and that portion of the business of Assignor to which the trademark(s) pertain, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said trademark(s).

Assignor covenants to execute and deliver to Assignee such further instruments of conveyance, transfer and confirmation and take such other action as Assignee may reasonably request from time to time on or after the date hereof, without further consideration and upon request of Assignee, in order to more effectively convey and transfer to Assignee the trademark(s), together with the goodwill of the business symbolized by said trademark(s), and that portion of the business of Assignor to which the trademark(s) pertain, and with all claims that could be asserted by Assignor arising out of or relating to the use or ownership of said trademark(s).

Nothing expressed or implied herein is intended to confer upon any person, other than Assignor and Assignee and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademark Assignment. This Trademark Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

This Trademark Assignment may not be amended or modified, except by an instrument in writing signed by the Assignor and Assignee.

This Trademark Assignment shall be construed and enforced in accordance with the laws of the State of Connecticut. Any dispute arising out of or relating to the subject matter of this Trademark Assignment shall be settled by arbitration in New York, NY under the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

BELVOIR PUBLICATIONS, INC.

By: Philip L. Penny
Name: Philip L. Penny
Title: Chief Operating Officer

STATE OF CONNECTICUT :
 : ss.
COUNTY OF FAIRFIELD :

On December 12, 2003 before me, the undersigned, personally appeared PHILIP L. PENNY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer D. Jimolka
Notary Public

JENNIFER D. JIMOLKA
NOTARY PUBLIC
REG. NO. 131298
STATE OF CONNECTICUT
MY COMMISSION EXPIRES 3/31/07

TRADEMARK ASSIGNMENT dated December 12, 2003

Assignor: BELVOIR PUBLICATIONS INC., a Delaware corporation

Assignee: TUFTS MEDIA, LLC, a State of Delaware limited liability company

Schedule A

COUNTRY	MARK	STATUS	SERIAL NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
United States	Your Dog®	Registered			2653775	November 26, 2002
United States	Your Dog®	Registered			1912853	August 15, 1995
United States	Catnip®	Registered			1829381	April 5, 1994