

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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


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

<p>1. Name of conveying party(ies): Primedia Enthusiast Publications, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Pennsylvania <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>Madavor Media, LLC</u></p> <p>Internal Address: Street Address: <u>4040 Mystic Valley Parkway</u></p> <p>City: <u>Boston</u> State: <u>Massachusetts</u> Zip: <u>02155</u></p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation-State: _____ <input checked="" type="checkbox"/> Other: <u>Delaware Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>April 13, 2004</u></p>	

<p>4. Application Number(s) or Registration Number(s): See attached Schedule 1.1 (vi)</p>	
<p>A. Trademark Application No.(s):</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>B. Trademark Registration No.(s):</p> <p><input checked="" type="checkbox"/> Yes Schedule 1.1 (vi) <input type="checkbox"/> No</p>

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Stephen Moeller-Sally</u></p> <p>Internal Address: <u>Atty. Dkt.: PAGL-003</u></p> <p>Street Address: <u>Ropes & Gray LLP</u> <u>One International Place</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p>	<p>6. Total Number of applications and registrations involved: <u>18</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>720.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2036 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

<p>9. Statement and signature: <i>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.</i></p>		
<p>Stephen Moeller-Sally</p> <hr/> <p>Name of Person Signing</p>	 <hr/> <p>Signature</p>	<p>April 22, 2004</p> <hr/> <p>Date</p>
<p>Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/></p>		

CH \$720.00 18-1945 1331985

Schedule I.1(vi)

U.S. TRADEMARKS

<u>Mark</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
BLUE BOOK DOLLS & VALUES	73/419201	3/28/83	1331985	4/23/85
DOLL READER	73/419211	3/28/83	1306958	11/27/84
DOLL READER	74/541708	8/24/98	2325585	3/7/00
DOLL READER (STYLIZED)	74/491580	2/17/94	1883528	3/14/95
DOLLS OF THE YEAR	73/551105	7/31/85	1415437	10/28/86
DOLLS OF THE YEAR	74/408428	6/29/93	1827811	3/22/94
DOTY	76/054043	5/23/00	2512061	11/27/01
DOTY DOLL READER DOLLS OF THE YEAR AND DESIGN	75/281292	4/25/97	2429040	2/20/01
TEDDY BEAR AND FRIENDS (STYLIZED)	74/411935	7/12/93	1875933	1/24/95
THE TEDDY BEAR AND FRIENDS	73/422409	4/20/83	1314524	1/15/85
THE ULTIMATE AUTHORITY	74/287308	6/19/92	1761318	3/30/93
THE ULTIMATE AUTHORITY	75/541714	8/24/98	2334719	3/28/00
THE ULTIMATE DOLL AUTHORITY	76/132026	9/18/00		
TOBY	75/281540	4/25/97	2152456	4/21/98
TOBY AND DESIGN	74/329724	11/9/92	1798117	10/12/93
TOBY TEDDY BEAR AND FRIENDS AND DESIGN	75/281539	4/25/97	2252426	6/15/99
VOLLEYBALL AND DESIGN	74/672115	5/10/95	2100469	9/23/97
VOLLEYBALL (STYLIZED)	74/022407	1/25/90	1675552	2/11/92

Execution Copy**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Ashton International Media, Inc., a Massachusetts corporation ("Ashton") is indebted to Primedia Enthusiast Publications, Inc, a Pennsylvania corporation (the "Lender"), which holds a security interest in certain publications and related assets, including all right, title and interest in and to the trademarks and trademark applications identified in Schedule 1.1(vi) attached hereto, together with the goodwill related thereto (collectively, the "Marks"), pursuant to a Secured Promissory Note dated July 31, 2002 and a Secured Promissory Note dated September 30, 2002 (collectively, the "Secured Ashton Notes");

WHEREAS, on December 18, 2002, the Lender commenced a civil action in the United States District Court for the Southern District of New York (the "Court") alleging claims, among others, arising under and relating to the Secured Ashton Notes (as amended and together with all counterclaims, the "Action");

WHEREAS, Ashton defaulted on its obligations to the Lender under the Secured Ashton Notes, and the Lender delivered to Ashton four notices of default and acceleration of indebtedness, one notice on each of February 3, 2003 and May 12, 2003, and two notices on August 5, 2003;

WHEREAS, on October 14, 2003, the Lender and Ashton executed a Stipulation and Order of Settlement in which Ashton consented to entry of a judgment against it in the Action and acknowledged and agreed, *inter alia*, that (i) the Lender is the holder in due course of the Secured Ashton Notes, (ii) the Lender holds a perfected security interest in the Collateral, and (iii) the Lender is entitled to collect and enforce its security interests in accordance with applicable law;

WHEREAS, the Lender has sold the Marks to Madavor Media, LLC, a Delaware limited liability company (the "Buyer") by private sale pursuant to N.Y. U.C.C. § 9-610 and the Lender and Buyer desire to evidence the assignment to Buyer of the entire right, title, and interest in and to the Marks, as well as the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, the Buyer is a successor in interest to the assets related to the business related to the Marks and the goods and/or services provided under the Marks pursuant to the Asset Purchase Agreement dated as of April 2, 2004 between the Lender and the Buyer;

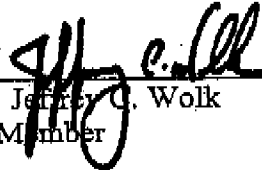
NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender, pursuant to N.Y. U.C.C. sec. 9-610, hereby sells, assigns, transfers, and sets over to the Buyer, its successors, legal representatives, and assigns, the entire right, title, and interest in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, that may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by its duly authorized corporate officer all effective this 13th day of April, 2004.

LENDER: PRIMEDIA ENTHUSIAST PUBLICATIONS, INC.

By: _____
Name: Christopher A. Fraser
Title: Senior Vice President — Law

BUYER: MADAVOR MEDIA, LLC
By its sole Member, Zilpin Group, LLC

By:  _____
Name: Jeffrey G. Wolk
Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by its duly authorized corporate officer all effective this 13th day of April, 2004.

LENDER: PRIMEDIA ENTHUSIAST PUBLICATIONS, INC.

By: 
Name: Christopher A. Fraser
Title: Senior Vice President — Law

BUYER: MADAVOR MEDIA, LLC
By its sole Member, Zilpin Group, LLC

By: _____
Name: Jeffrey C. Wolk
Title: Member