

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Magazine-of-the-Month Club		06/01/2004	CORPORATION: MARYLAND

RECEIVING PARTY DATA	
Name:	magazines.com Inc.
Street Address:	318 Seaboard Lane
Internal Address:	Suite 316
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2336839	MAGAZINE-OF-THE-MONTH CLUB
Registration Number:	2339422	NEWSLETTER-OF-THE-MONTH CLUB
Registration Number:	2757669	GARDENING MAGAZINE CLUB

CORRESPONDENCE DATA	
Fax Number:	(615)259-1470
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	615-259-1030
Email:	mcecchi@stokesbartholomew.com
Correspondent Name:	Micol Cecchi
Address Line 1:	424 Church Street
Address Line 2:	Suite 2800
Address Line 4:	Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	11782-1
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NAME OF SUBMITTER:	Micol Cecchi
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Total Attachments: 3

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ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS (the "Assignment of Marks"), is made and entered into as of the 1st day of June, 2004, by Magazine-of-the-Month, Inc., a Maryland corporation ("Assignor"), to magazines.com Inc., a Delaware corporation ("Assignee"). Michael Goldstein, the majority shareholder of Assignor ("Shareholder"), joins in this Agreement for the purpose of transferring and assigning to Assignee any and all right, title and interest he may have in and to any of the Marks (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignee and Assignor, together with Shareholder, are parties to an Asset Purchase Agreement dated as of June 1, 2004 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including, without limitation, the trademarks and servicemarks set forth on Schedule 2.16 of the Agreement (the "Marks"). This Assignment of Marks is contemplated by Section 1.7(a)(xi) of the Agreement; and

WHEREAS, in accordance therewith, Assignor (and Shareholder) desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's (and Shareholder's) worldwide right, title and interest in, to and under the Marks, including, without limitation, the registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names listed on *Schedule A* annexed hereto and incorporated herein by reference.

AGREEMENT:

NOW, THEREFORE, Assignor (and Shareholder), for and in exchange for the payment of the Purchase Price (as defined in the Agreement), the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's (and Shareholder's) worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Marks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor (and Shareholder) had this Assignment of Marks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks will be governed by and construed in accordance with the laws of the State of Tennessee without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties hereto execute this Assignment of Marks as of the date first above written.

ASSIGNOR:

Magazine-of-the-Month, Inc.

By: Michael Goldstein
Name: Michael Goldstein
Its: President

SHAREHOLDER:

Michael Goldstein
Michael Goldstein

STATE OF DISTRICT OF)
COUNTY OF COLUMBIA)

Sworn to and subscribed before me
this 28th day of MAY, 2004.

Olga Kojko
NOTARY PUBLIC

My Commission Expires: 3-31-2007

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Date</u>
MAGAZINE-OF-THE-MONTH CLUB®	U.S. #2336839	March 28, 2000
NEWSLETTER-OF-THE-MONTH CLUB®	U.S. #2339422	April 4, 2000
GARDENING MAGAZINE CLUB®	U.S. #2757669	November 9, 1999

Unregistered Servicemarks and Trademarks

MAGAZINE OF THE MONTH LOGO (SUNBURST DESIGN)

Pending Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
	NONE	

Trade Names

Magazine of the Month and any abbreviation or variations thereof