

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Vertical Media, Inc.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) June 25, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Giant Magazine LLC

Internal Address:

Street Address: 440 9th Avenue

City: New York

State: New York

Country: Zip: 10001

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other DE LLC Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/404926

B. Trademark Registration No.(s)

N/A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Words "Final Cut". Filed on 4/20/04

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kimberly B. Herman

Internal Address:

Street Address: Sullivan & Worcester LLP
One Post Office Square

City: Boston

State: MA Zip: 02109

Phone Number: 617-338-2943

Fax Number: 617-338-2880

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 500751

Authorized User Name Kimberly B. Herman

9. Signature: Kimberly B. Herman

Signature

7/1/04

Date

Kimberly B. Herman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 500751 78404926

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment Agreement"), dated as of June 25, 2004 (the "Effective Date"), is by and between Vertical Media, Inc, a Delaware corporation (the "Assignor"), and Giant Magazine, LLC a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted, used or acquired a certain trademark, identified on *Schedule A* hereto, and has applied for registration of such trademark (said trademark, including all registrations and applications for registrations thereof, together with the goodwill of the business in connection with which the trademark is used and all rights to sue and recover for past infringements or wrongful uses thereof everywhere in the world, being referred to herein as the "*Assigned Mark*"); and

WHEREAS, Assignor, as the owner of the Assigned Mark and Assignee wish to enter into this Assignment Agreement to consummate Assignee's acquisition, and the transfer by Assignor to Assignee, of all right, title and interest in and to the Assigned Mark, including all rights to sue for past infringement or wrongful use thereof anywhere in the world.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. *Transfer of Assigned Mark.* Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the Assigned Mark, together with any and all renewals and extensions of the applications or registrations for the Assigned Mark that may be secured under any applicable law now or hereafter in effect, and the right to oppose an application to register a trademark or cancel a registration for a trademark which may be confusing with the Assigned Mark.
2. *Cooperation.* Assignor shall provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):
 - (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Mark;
 - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with the Assigned Mark, including testifying as to any facts relating to the Assigned Mark or this Assignment Agreement (however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the Assigned Mark or this Assignment Agreement, Assignee shall bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and shall be entitled to retain the entire amount of any recovery

or settlement, and Assignor may, if it so desires, also be represented by counsel of its own selection, the fees for which counsel shall be paid by Assignor); and

(iii) in the implementation or perfection of this Assignment Agreement.

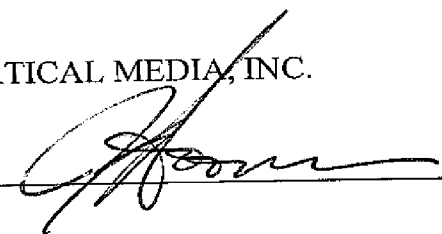
2. *Binding Provisions.* This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. *Governing Law.* This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles thereof.

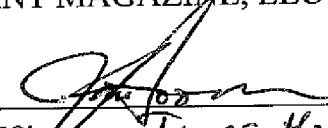
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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

VERTICAL MEDIA, INC.

By: 

GIANT MAGAZINE, LLC

By: 
Name: James Hooper
Title: President

STATE OF)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 25 day of June, 2004, by James Hooper, the President of Vertical Media, Inc., as his act and deed, and the free act and deed of said corporation.

Marc A. Lebowitz
Notary Public
My commission expires:

MARC A. LEBOWITZ
Notary Public, State of New York
No. 02LE6049813
Qualified in Westchester County
Commission Expires 5/07/07

STATE OF)
) :SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 25 day of June, 2004, by James Hooper, the President of Giant Magazine, LLC., as his act and deed, and the free act and deed of said limited liability company.

Marc A. Lebowitz
Notary Public
My commission expires:

MARC A. LEBOWITZ
Notary Public, State of New York
No. 02LE6049813
Qualified in Westchester County
Commission Expires 5/07/07

Schedule A

Trademark and Trademark Applications

Mark	Filing Date	Serial Number
FINAL CUT	April 20, 2004	78404926