

01-20-2004

To the Honorable Commissioner of Patent

original documents or copy thereof.

1. Name of the conveying party(ies):

Primedia Magazine Finance Inc.

1-13-04

- Individual(s)
- General Partnership
- Corporation-State **-Delaware**
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: **January 9, 2004**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

102649538 and address of receiving party(ies)

Name: **New York Magazine Holdings LLC**

Internal Address: **44th Floor**

Street Address: **1301 Avenue of the Americas**

City: **New York** State: **New York** ZIP: **10019**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Delaware limited liability company**

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)
Additional name(s) & address(es) attached? Yes No

Additional numbers attached? Yes No

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

Name: **Joseph R. Dreitler**

Internal Address: **Jones Day**

Suite 1800

Street Address: **41 South High Street**

City: **Columbus** State: **Ohio** ZIP: **43215**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41).....\$ **340.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
50-1432
(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.

Joseph R. Dreitler
Name of Person Signing

Joseph R. Dreitler
Signature

January 13, 2004
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/16/2004 DBYRNE 0000061 501432 993961

01 FC:8521 40.00 DA
02 FC:8522 300.00 DA

Schedule "A"

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
1) BEST BETS	993961	September 24, 1974
2) BETWEEN THE LINES	1074989	October 11, 1977
3) CITYSIDE	1169756	September 15, 1981
4) CUE	1848571	August 9, 1994
5) FAST TRACK	1458867	September 22, 1987
6) INTELLIGENCER	1159990	July 7, 1981
7) NEW YORK	1136766	June 10, 1980
8) NEW YORK (STYLIZED)	1135730	May 20, 1980
9) NEW YORK MAGAZINE SHOPS (STYLIZED)	2624243	September 24, 2002
10) THE BOTTOM LINE	1238265	May 17, 1983
11) THE NATIONAL INTEREST	1171786	September 29, 1981
12) THE SPORTING LIFE	2574751	May 28, 2002
13) UNDERGROUND GOURMET	1074990	October 11, 1977

TRADEMARK ASSIGNMENT

WHEREAS, PRIMEDIA Magazines Inc., a Delaware corporation (together with Primedia Magazine Finance Inc. and any other subsidiary of PRIMEDIA Inc. that has an ownership interest in any of the Marks (as defined herein), "Assignor"), and New York Magazine Holdings LLC, a Delaware limited liability company ("Assignee"), have entered into an Asset Purchase Agreement dated as of December 16, 2003 (the "Purchase Agreement"; unless otherwise defined herein, all capitalized terms used herein shall be so used as defined therein), pursuant to which, among other things, Assignor has agreed to sell and Assignee has agreed to purchase all of Assignor's right, title and interest in and to certain of the assets of Assignor used in the Business; and

WHEREAS, pursuant to the Purchase Agreement, such assets include, without limitation, the trademarks, trademark registrations and applications therefor listed on the attached Schedule A (collectively, the "Marks").

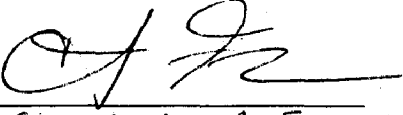
NOW, THEREFORE, in accordance with the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without limiting the generality or effect of any other transfer or other instrument executed by Assignor in connection with the Closing, Assignor does hereby sell, assign, transfer and deliver unto Assignee, Assignor's entire right, title and interest, whether registered or at common law, in and to the Marks, together with the goodwill symbolized by them, throughout the world, free and clear of any liens, the same to be held by Assignee, its successors and assigns, together with income, royalties, and all causes of action, damages and payments, for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor authorizes and requests the United States Patent & Trademark Office ("PTO") to record Assignee as owner of the Marks, and to issue any and all trademark registrations thereon to Assignee, as owner of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors and assigns or other legal representatives, all of the foregoing at the sole cost and expense of Assignee.

At Assignee's request, Assignor agrees to provide Assignee or its legal representatives reasonable cooperation and assistance, including execution of any further agreements, instruments and other documents, and to perform such other acts as may be reasonably necessary and required to vest all right, title and interest in and to the Marks in Assignee and have this Assignment recorded in the PTO.

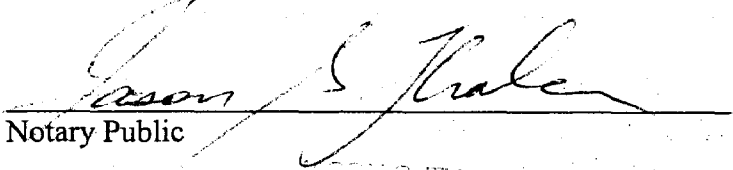
IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto this 9th day of January, 2004.

**PRIMEDIA MAGAZINES INC.
PRIMEDIA MAGAZINE FINANCE INC.**

By: 
Name: Christopher A. Fraser
Title: SVP - Law

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 9th day of January 2004, before me personally came Chris Fraser, to me known who, being duly sworn, did depose and say that he resides in the State of New York, and that he signed his name thereto.


Notary Public

Notary Public, State of New York
No. 0074096273
Qualified in New York County
Commission Expires August 06, 2005