

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):

Gruner + Jahr Printing & Publishing Company

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

Citizenship (see guidelines) see additional sheet

Execution Date(s) July 21, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Gruner + Jahr Aktiengesellschaft

Internal Druck und Verlagehaus

Address: _____

Street Address: Am Baumwall 11

City: Hamburg

State: _____

Country: Germany Zip: 20459

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Germany
 Other _____ 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)

76/048, 160 CHILD MAGAZINE

B. Trademark Registration No.(s)

2,437,784 CAPITAL

Additional sheet(s) attached? Yes No

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

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

Name: Lisa Rosenburgh

Internal Address: Sullivan & Worcester LLP

Street Address: 1290 Avenue of the Americas

City: New York

State: NY Zip: 10104

Phone Number: 212-660-3038

Fax Number: 212-660-3001

Email Address: lrosenburgh@sandw.com

6. Total number of applications and registrations involved:

32

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 815.00

- 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 _____
Authorized User Name _____

9. Signature:

Lisa Rosenburgh
Signature
Lisa Rosenburgh
Name of Person Signing

8/10/04
Date

Total number of pages including cover sheet, attachments, and document: 17

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

OP \$815.00 76048160

Continuation of Item 1: Citizenship of Conveying Party

Gruner + Jahr Printing & Publishing Co. is a partnership organized under the laws of the state of Delaware, composed of Gruner + Jahr USA Group Inc., a Delaware corporation; BGJ Enterprises, Inc., a Delaware corporation; and Asset Beteiligungsgesellschaft GmbH & Co., a German Limited Partnership comprised of Verwaltungsgesellschaft Asset, GmbH, a German Limited Liability Company as the sole general partner; with offices at 375 Lexington Avenue, New York, NY 10017-5514.

Continuation of Item 2: Name and address of receiving party(ies)

Gruner + Jahr AG & Co KG
Am Baumwall 11
20459 Hamburg
Germany

Corporation
Citizenship: Germany

Continuation of Item 4: Application and Registration numbers**Applications**

Mark	App. No.
PARENTS	76/301,054
PARENTS	76/301,052
PARENTS EN ESPAÑOL	76/270,790

Registrations

Mark	Reg. No.
CHILD	1,708,104
CHILD.COM	2,589,401
EXPECTING	849,427
FAMILY CIRCLE	1,556,771
FAMILY CIRCLE	2,577,324
FAMILY CIRCLE	2,438,649
FAMILYCIRCLE.COM	2,643,721
FAST COMPANY	2,001,390
FASTCOMPANY.COM	2,239,424
FITNESS	2,499,964
FITNESS	2,499,965
G+J (STYLIZED)	2,521,968
INC	2,585,263
INC.	1,207,153
THE INC. 500	1,332,072
INC.COM	2,456,738
PARENTS	2,461,585
PARENTS	2,550,977
PARENTS	2,631,504
PARENTS (STYLIZED NEW)	2,654,160
PARENTS BABY	2,504,422
PARENTS EXPECTING	2,810,167
PARENTS PREGNANCY	2,576,075
PARENTS.COM	2,146,754
SER PADRES	1,670,214
YM	2,343,150
YM.COM	2,416,469

SECURITY AGREEMENT
(Intellectual Property)

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 24th day of July, 2004, by and among

Gruner + Jahr Printing and Publishing Company, 375, Lexington Ave., New York, NY 10017-5614, USA

- "**Borrower**" -

and

Druck und Verlagshaus Gruner + Jahr Aktiengesellschaft, Am Baumwall 11, 20459 Hamburg, Germany and Gruner + Jahr AG & Co KG, Am Baumwall 11, 20459 Hamburg, Germany

- jointly and severally "**Lender**" -

Statement of Purpose

This Agreement secures (i) the obligations of the Borrower under the Loan Agreement, dated as of even date herewith, between the Borrower and the Lender (as amended, modified or restated, the "Loan Agreement"), and (ii) the payment by the Borrower of all other sums, with interest thereon, advanced in accordance with the Loan Agreement to protect the security of this Agreement.

Capitalized terms used, but not defined, herein shall have the meanings given to such terms in the Loan Agreement. All of the terms, definitions, conditions and covenants of the Loan Agreement are expressly made a part of this Agreement by reference in the same manner and with the same effect as if set forth herein at length and any holder of this Agreement is entitled to the benefits of and remedies provided in the Loan Agreement.

Agreement

In consideration of the indebtedness recited herein, the mutual agreements of the parties herein and in the Loan Agreement and other good and valuable consideration, the Borrower and the Lender hereby agree as follows:

1. Creation of Security Interests. As collateral security for the due and punctual payment and performance by Borrower of its obligations under the Loan Agreement Borrower hereby sets over, transfers, hypothecates, grants, assigns, pledges and conveys to Lender, and its successors and assigns, a continuing first priority security interest in and to, and assigns to the Lender, the IP Collateral more particularly described and defined in Section 2 hereof.

2. IP Collateral. The "IP Collateral" consists of all of the right, title and interest of Borrower in and to the intellectual property rights more particularly described on Schedule 1 attached hereto and incorporated herein by reference (the "Property"), together with all accessions and additions thereto, substitutions therefore, replacements thereof, proceeds from the sale thereof and insurance proceeds arising therefrom.

3. Protection of Security Interest.

(a) Borrower will, upon request of the Lender, execute such additional security agreements, financing statements, notices of lien, notices of assignment, transfer endorsements, conveyances, documents of title and continuations or amendments to any of the foregoing (collectively, "Lien Documents"), and other documents (and pay the filing fees or similar fees of filing or recording the same in all public offices deemed necessary by the Lender) and do such other acts and things, all as the Lender may from time to time request to establish and maintain valid perfected security interests in the IP Collateral to secure the payment of the obligations and liabilities of Borrower to the Lender under the Loan Agreement or to enable the Lender to exercise and enforce their rights and remedies hereunder with respect to the IP Collateral. Borrower hereby constitutes and appoints the Lender (and the president or any vice president of Lender from time to time) as its attorney-in-fact with full power and authority to execute and deliver all documents to the extent necessary to perfect and keep perfected the security interests created hereby. Borrower hereby specifically authorizes each Lender to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the IP Collateral to perfect Lender's security interest therein. This power of attorney hereby granted is a special power of attorney coupled with an interest and shall be irrevocable by Borrower.

(b) Other than any Lien Documents in favor of Lender there are no Lien Documents now on file in any public office relating to all or any portion of the IP Collateral, and so long as any amount remains unpaid on any of the obligations secured hereby, Borrower shall not execute any Lien Documents, describing or attempting to describe the IP Collateral secured herein, except for Lien Documents filed in favor of Lender.

(c) Borrower will, concurrently with the granting of this security interest in the IP Collateral, place notations on its books and records disclosing the security interest of Lender in such IP Collateral.

(d) Borrower agrees to reimburse Lender for all reasonable out-of-pocket expenses, including reasonable attorneys' fees and disbursements, incurred by Lender in seeking to collect any amounts due hereunder or enforcing any rights hereunder.

(e) Borrower will furnish to Lender from time to time statements and schedules further identifying and describing the IP Collateral and such other reports in connection with the IP Collateral as Lender may reasonably request, all in reasonable detail.

4 Lender's Rights and Remedies Upon Default. Upon the occurrence and continuance of an event of default under this Agreement or under the Loan Agreement (alternatively, an "Event of Default"):

(a) All of the obligations evidenced herein and/or secured hereby shall, at the option of the Lender, immediately become due and payable, without notice.

(b) Lender may exercise all of the rights granted by this Agreement and all of the rights and remedies of a secured party under the UCC (as defined below) and under any other applicable law and also may, to the extent not prohibited by the UCC or other applicable law, (i) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of the Lender forthwith, assemble all or any part of the IP Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to the parties and (ii) without notice except as specified below or as may be required by applicable law, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the IP Collateral or any part thereof in one or more parcels at public or private sale, at Lender's office or elsewhere, for cash, on credit or for future delivery, and upon such other terms as may be commercially reasonable. Lender may be the purchaser of any or all of the IP Collateral so sold at any public sale (or, if the IP Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations, at any private sale) and thereafter hold the same, absolutely, free from any right or claim of whatsoever kind. To the extent permitted by law, Borrower hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter in force. Borrower hereby agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' written notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of the IP Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned. As used in this Agreement, "UCC" means the New York Uniform Commercial Code, or as to any matter required to be governed by the Uniform Commercial Code of another jurisdiction, the Uniform Commercial Code of such other jurisdiction.

(c) Upon the occurrence and continuance of an Event of Default, all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon all or any part of the IP Collateral may, in the discretion of Lender, be held by Lender as IP Collateral for, and then or at any time thereafter applied against in whole or in part by Lender, all or any part of the obligations of Borrower to Lender secured hereby in such order as is provided in Section 5 of this Agreement.

(d) Upon the occurrence and continuance of an Event of Default, in addition to the other rights of Lender hereunder, the Lender is hereby granted a license or other right to use, without charge, Borrower's labels, copyrights, patents, rights of use of any name, trade names, trademarks and advertising matter, or any property of a similar nature, in advertising for foreclosure sale and selling at foreclosure any IP Collateral.

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(e) All payments received by Borrower under or in connection with any of the IP Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall, forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly endorsed to Lender, if required).

(f) To the extent permitted by applicable law, Borrower hereby waives all claims, damages and demands against Lender arising out of the repossession, retention or sale of the IP Collateral, or any part or parts thereof, except to the extent any such claims, damages and awards arise out of the gross negligence or willful misconduct of Lender. To the extent permitted by applicable law, no claim may be made by Borrower or any other party against Lender, or the directors, officers, employees, attorneys or agents of Lender, for any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the Loan Agreement or any transactions contemplated by this Agreement, or any act, omission or event occurring in connection therewith.

(g) The rights and remedies provided under this Agreement are cumulative and may be exercised singly or concurrently, and are not exclusive of any other rights and remedies provided by law or equity.

5. Distribution. The proceeds realized from any sale or disposition of the IP Collateral shall be used to satisfy the following items, and in the order herein listed:

(1) the reasonable out-of-pocket expenses of preparing for sale and selling of the IP Collateral, specifically including reasonable attorneys' fees and collection expenses of Lender; next, to

(2) the expense of liquidating any liens, security interests, attachments or encumbrances superior to the security interests herein created; next, to

(3) the unpaid indebtedness of Borrower under the Loan Agreement, in accordance with the Loan Agreement or otherwise as Lender shall determine in its sole discretion.

Any surplus which shall remain shall be paid to Borrower or as otherwise provided by law or as a court of competent jurisdiction shall direct.

6. Additional Representations and Warranties. Borrower represents and warrants that:

(a) Appropriate filings have been made with the United States Patent and Trademark Office or with the equivalent agencies in other jurisdictions with respect to the IP Collateral as to which registration is required, so that the security interest granted pursuant to this Agreement, to the extent it may be perfected by filing a registration in such jurisdictions, constitutes a valid,

continuing and perfected security interest in and lien on the IP Collateral, to perfect and protect such security interest in the IP Collateral..

(b) No authorization, approval or other action by, and no notice to or filing with, any governmental authority (other than such authorizations, approvals and other actions as have already been taken or are in full force and effect) is required (i) for the grant of the security interest in the IP Collateral by Borrower hereby or for the execution, delivery or performance of this Agreement by Borrower, or (ii) for the exercise by Lender of any rights or remedies in respect of the IP Collateral hereunder.

(c) Borrower has full corporate power and authority to execute this Agreement and to perform its obligations hereunder; and Borrower has not made, nor will it at any time without obtaining the prior written consent of Lender make, any agreement which prohibits or restricts the pledging or creation of liens upon the IP Collateral, or which creates a lien on the IP Collateral, whether prior or subordinate to the security interest herein provided to Lender.

7. Special Covenants Concerning IP Collateral. Borrower further covenants and agrees with Lender as follows:

(a) The IP Collateral shall not be sold or otherwise disposed of without Lender's prior written consent.

(b) The IP Collateral is not nor shall it at any time be subject to any security interest, liens, charges or encumbrances for security purposes, other than in favor of Lender, without the prior written consent of Lender.

8. Borrower Remains Liable. Anything herein to the contrary notwithstanding, (a) Borrower shall remain liable under the contracts and agreements included in the IP Collateral to the extent set forth therein to perform all of their respective duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Lender of any of its rights hereunder shall not release Borrower from its duties or obligations under the contracts and agreements included in the IP Collateral, and (c) Lender shall not have any obligation or liability under the contracts and agreements included in the IP Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

9. Lender Appointed Attorney-in-Fact. Borrower hereby irrevocably appoints Lender Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower or otherwise, at any time following the occurrence and continuance of an Event of Default, to take any action and to execute any instrument that Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable to enforce the rights of Lender with respect to any of the IP Collateral.

10. Lender May Perform. If Borrower fails to perform any agreement contained herein, Lender may itself perform, or cause the performance of, such agreement, and the expenses of Lender incurred in connection therewith shall be payable by Borrower under Section 12(b) hereof.

11. Lender's Duties. The powers conferred on Lender hereunder are solely to protect Lender's interest in the IP Collateral and shall not impose any duty upon it to exercise any such powers. Except for the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any IP Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any IP Collateral.

12. Indemnity and Expenses.

(a) Borrower agrees to indemnify Lender from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Lender's gross negligence or willful misconduct as determined by a non-appealable final judgment of a court of competent jurisdiction.

(b) Borrower agrees to upon demand pay to Lender the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Lender may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the IP Collateral in accordance with this Agreement, (ii) the exercise or enforcement of any of the rights of Lender hereunder or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

13. Miscellaneous.

(a) Lender shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct or custom on its part in refraining from so doing at any time. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and executed by Lender. No waiver or omission to act by Lender shall operate as a waiver of any other default or Event of Default, or of the same default or Event of Default at a future time, and no single or partial exercise by Lender of any right or remedy shall preclude any other or future exercise of that or of any other right or remedy. The provisions, rights and remedies hereof are cumulative to and concurrent with those of all other agreements and documents held by Lender in connection with the indebtedness herein described. Time is of the essence of this Agreement.

(b) This Agreement shall create a continuing security interest in the IP Collateral and shall (i) remain in full force and effect until payment and performance in full of the obligations of Borrower under the Loan Agreement and the termination thereof, (ii) be binding upon Borrower, its successors and assigns and (iii) inure, together with the rights and remedies of

Lender hereunder, to the benefit of Lender, subject to the terms and conditions of the Loan Agreement. Lender may assign or transfer any rights and obligations under this Agreement or the Lien Documents or any rights in IP Collateral held by Lender to any other Person as permitted under the Loan Agreement, and, in case of any such transfer, such other Person shall thereupon become vested with all the benefits in respect thereof granted to Lender herein or otherwise. Nothing set forth herein is intended or shall be construed to give to any other party any right, remedy or claim under, to or in respect of this Agreement or any IP Collateral. Upon the payment in full of the obligations secured hereby and the termination of the Loan Agreement, the security interest granted hereby shall terminate and all rights to the IP Collateral shall revert to Borrower. Upon the termination of any such security interest, or upon Lender's release of the IP Collateral in accordance with the terms of this Agreement, Lender shall promptly return to Borrower, at Borrower's expense, such of the IP Collateral (and, in the case of a release, such of the released IP Collateral) held by Lender as shall not have been sold or otherwise applied pursuant to the terms hereof. Lender will, at Borrower's expense, execute and deliver to Borrower such other documents as Borrower shall reasonably request to evidence such termination or release, as the case may be.

(c) Use of the neuter pronoun herein shall include the masculine and feminine, and use of the singular pronoun shall include the plural. All rights of Lender shall inure to the benefit of its heirs, personal representatives, successors and assigns and such successors and assigns shall have all privileges, rights and remedies afforded Lender hereunder or as otherwise provided by law; and all obligations of Borrower shall bind its successors and assigns.

(d) This Agreement, unless otherwise expressly set forth herein, shall be governed by and construed and enforced in accordance with, the laws of the State of New York.

(e) Borrower hereby irrevocably consents to the personal jurisdiction of the state and federal courts located in New York in any action, claim or other proceeding arising out of any dispute in connection with this Agreement and the Loan Agreement to which it is a party, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations. Borrower hereby irrevocably consents to the service of a summons and complaint and other process in any action, claim or proceeding brought by Lender in connection with this Agreement to which it is a party, any rights or obligations hereunder or thereunder, or the performance of such rights and obligations, on behalf of itself or its property, in the manner specified in Section 13(g) hereof. Nothing in this Section 13(e) shall affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any action or proceeding against Borrower or its property in the courts of any other jurisdictions.

(f) TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) All notices and other communications shall have been duly given and shall be effective (i) when delivered, (ii) when transmitted by facsimile to the number set forth below,

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(iii) on the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) on the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address set forth below, or at such other address as such party may specify by written notice to the other party hereto. No notice of change of address shall be effective except upon actual receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

TO BORROWER: Gruner + Jahr Printing and Publishing Company,
375, Lexington Ave.,
New York, NY 10017-5614, USA
Attn: Lawrence J. Diamond and Ed Buller

TO LENDER: Gruner + Jahr Aktiengesellschaft
Am Baumwall 11
20459 Hamburg
Attn: Mr. Sven Jaspersen
Telephone: +49 40 3703 3393
Fax No: +49 40 3703 17 3393

Gruner + Jahr AG & Co KG
Am Baumwall 11
20459 Hamburg
Attn: Mr. Sven Jaspersen
Telephone: +49 40 3703 3393
Fax No: +49 40 3703 17 3393

With a copy to: Gruner + Jahr AG & Co KG
Am Baumwall 11
20459 Hamburg
Attn: Dr. Tanja Nettekoven
Fax: +49 40 3703 17 3183
Email: Nettekoven.Tanja@guj.de

A copy of any notice or other communication given by telecopy shall be mailed by United States first class, certified or registered mail, postage prepaid, to the appropriate address set forth above or to such other address that either party may designate by written notice to the other party in accordance with the terms hereof.

(h) The provisions of this Agreement are severable, and if any clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such

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invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. An invalid provision shall automatically be replaced by that provision which most closely approximates the financial purpose of the invalid provision.

(i) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officers, all as of the day and year first above written.


BORROWER:

Gruner + Jahr Printing and Publishing Company


By: 
Name: _____
Title: _____

LENDER:

Gruner + Jahr Aktiengesellschaft

By: 
Name: _____
Title: _____

Gruner + Jahr AG & Co KG

By: 
Name: _____
Title: _____

**SCHEDULE 1
TO
SECURITY AGREEMENT
(Intellectual Property)**

AMONG

Gruner + Jahr Printing and Publishing Company
- "Borrower"-

AND

Gruner + Jahr Aktiengesellschaft Druck und Verlagshaus
and
Gruner + Jahr AG & Co KG

jointly and severally
- "Lender"-

DESCRIPTION OF PROPERTY

All of the following property and interests in property of Borrower, whether now owned or hereafter acquired or existing, and wherever located (the "Trademark Collateral"):

(1) all general intangibles, including, without limitation, all of Borrower's now owned and hereafter arising or acquired: patents, patent rights, patent applications, copyrights, works which are the subject matter of copyrights, copyright registrations, trademarks, trade names, trade styles, trademark and service mark applications, and licenses and rights to use any of the foregoing; all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing; all rights to sue for past, present and future infringement of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; goodwill (including any goodwill associated with any trademark or the license of any trademark); customer and other lists in whatever form maintained; and trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registrations; software and contract rights relating to software, in whatever form created or maintained;

especially the following trademarks:

Mark	Class(es)	App. No.	File Date	Reg. No.	Reg. Date
CAPITAL	16	75/296,196	5/22/1997	2,437,784	3/27/2001
CHILD	16	74/164,152	5/6/1991	1,708,104	8/18/1992
CHILD MAGAZINE	16	76/048,160	5/12/2000		
CHILD.COM	42	76/015,584	4/3/2000	2,589,401	7/2/2002
EXPECTING	16	72/271,509	5/15/1967	849,427	5/21/1968
FAMILY CIRCLE	N/A Canada	232,138	8/18/1955	103,051	4/6/1956
FAMILY CIRCLE	16	73/689,716	10/15/1987	1,556,771	9/19/1989
FAMILY CIRCLE	16	76/043,072	5/8/2000	2,577,324	6/11/2002
FAMILY CIRCLE	9, 16	76/042,512	5/5/2000	2,438,649	3/27/2001
FAMILY CIRCLE.COM	42	76/015,585	4/3/2000	2,643,721	10/29/2002
FAST COMPANY	N/A Canada	1,163,223	12/20/2002	605,653	3/18/2004
FAST COMPANY	16	74/736,687	9/27/1995	2,001,390	9/17/1996
FASTCOMPANY.COM	42	75/234,980	2/3/1997	2,239,424	4/13/1999
FITNESS	42	76/042,416	5/5/2000	2,499,964	10/23/2001
FITNESS	16	76/042,507	5/5/2000	2,499,965	10/23/2001
G+J (STYLIZED)	16, 41	76/052,161	5/19/2000	2,521,968	12/25/2001
INC	16	76/314,602	9/17/2001	2,585,263	6/25/2002
INC	16	73/229,989	9/4/1979	1,207,153	9/7/1982
INC. (STYLIZED)	N/A Canada	055142700	10/29/1985	328,712	6/12/1987
THE INC. 500	16	73/496,854	8/28/1984	1,332,072	4/23/1985
INC.COM	42	75/744,597	7/7/1999	2,456,738	6/5/2001
PARENTS	N/A Canada	431,789	10/31/1978	261,611	8/14/1981
PARENTS	9, 16	76/042,508	5/5/2000	2,461,585	6/19/2001
PARENTS	28	76/015,582	4/3/2000	2,550,977	3/19/2002
PARENTS	25	76/301,054	8/17/2001		
PARENTS	24	76/301,052	8/17/2001		
PARENTS	16	76/350,028	12/18/2001	2,631,504	10/8/2002
PARENTS (STYLIZED NEW)	16	76/350,027	12/18/2001	2,654,160	11/26/2002
PARENTS BABY	16	76/193,448	1/10/2001	2,504,422	11/6/2001

TRADEMARK

REEL: 002929 FRAME: 0909

Mark	Classes)	App. No.	File Date	Reg. No.	Reg. Date
PARENTS EN ESPAÑOL	16	76/270,790	6/12/2001	2,810,167	2/3/2004
PARENTS EXPECTING	16	76/486,648	2/3/2003	2,576,075	6/4/2002
PARENTS PREGNANCY	16	76/302,764	8/21/2001	2,146,754	3/24/1998
PARENTS.COM	42	75/153,158	8/20/1996	1,670,214	12/31/1991
SER PADRES	16	74/096,805	9/14/1990	318,948	9/12/1986
YM	N/A	544,727	6/26/1985	2,343,150	4/18/2000
YM	16	75/668,986	3/26/1999	2,416,469	12/26/2001
YM.COM	42	75/668,945	3/26/1999		

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