

**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
New ge Publishing, Inc.		11/08/2004	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	MSX, Inc.
Street Address:	11 West 42nd Street, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	75324953	BODY AND SOUL
Serial Number:	76512518	BODY AND SOUL WHOLE LIVING
Registration Number:	2154203	BODY & SOUL

CORRESPONDENCE DATA	
Fax Number:	(212)425-5288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-425-7200
Email:	tmdocketny@kenyon.com
Correspondent Name:	Howard J. Shire, Esq.
Address Line 1:	One Broadway
Address Line 4:	New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	2085/482, 484, 485
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NAME OF SUBMITTER:	Howard J. Shire, Esq.
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Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

WHEREAS, New Age Publishing, Inc. ("Seller"), a Massachusetts corporation, is the owner of the entire right, title and interest in and to the trademarks and trademark applications and registrations listed on Schedule A attached hereto, including all common law and statutory right, title, and interest, together with the goodwill related thereto (collectively the "Marks");

WHEREAS, MSX, Inc. ("Buyer"), a Delaware corporation, is desirous of acquiring the entire right, title and interest in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used, or are intended to be used (as appropriate);

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof among Seller, Buyer, Martha Stewart Living Omnimedia, Inc., David H. Thorne, Glacier Systems, L.L.C., Janesse T. Bruce, Bruce Eissner, Daniel F. Silver, Terence P. Driscoll and Seth D. Bauer (the "Purchase Agreement"), Seller has agreed to sell, transfer, assign and deliver to Buyer and its successors, legal representatives and assigns all of Seller's right, title and interest in the Marks, and the goodwill associated with and symbolized by the Marks, and to execute such additional instruments as may be necessary to confirm such assignment;

WHEREAS, pursuant to the Purchase Agreement, Buyer is acquiring the entire business or portion thereof to which the Marks pertain; and

WHEREAS, Seller and Buyer agree that this Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

NOW, THEREFORE, for good and valuable consideration contained herein, and in the Purchase Agreement, the receipt and sufficiency of which is hereby mutually acknowledged, Seller hereby assigns to Buyer, its successors, legal representatives and assigns, the entire right, title, and interest of Seller in and to the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, and, in the case of intent-to-use applications, such assignment being made as part of the entire business or portion thereof transferred under the Purchase Agreement, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

This Trademark Assignment is executed pursuant to, and is subject to, the provisions of the Purchase Agreement, and nothing herein shall affect, expand, diminish or otherwise modify the obligations of any of the parties thereunder, including, without limitation, any representations or warranties of Seller or the Seller Stockholders (as that term is defined in the Purchase Agreement) in the Purchase Agreement or any obligations of Seller or the Seller Stockholders under Article IX of the Purchase Agreement.

**IN WITNESS WHEREOF**, the undersigned have caused this Trademark Assignment to be executed by duly authorized officers on the date(s) indicated below.

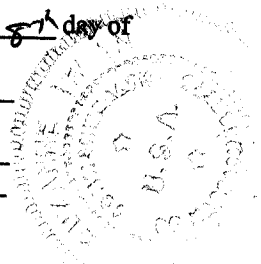
NEW AGE PUBLISHING, INC.

By: [Signature]  
Name: Janesse + Bruce  
Title: CEO  
Date: 11-08-04

State of MA  
County of Suffolk ss

Subscribed and sworn to before me by the above-named Janesse Bruce this 8<sup>th</sup> day of November, 2004.

[Signature]  
Notary Public  
Name: Suzanne Irwin  
Commission Expires: 10/22/2010



MSX, INC.

By: [Signature]  
Name: Joy Dubiner  
Title: EVIS  
Date: 11/9/2004

State of NY  
County of NY ss

Subscribed and sworn to before me by the above-named Joy Dubiner this 9 day of November, 2004.

[Signature]  
Notary Public  
Name: DEBORAH L. DRAGONE  
Commission Expires: NO. 01DR6028296  
**NOTARY PUBLIC, STATE OF NEW YORK**  
**QUALIFIED IN BRONX COUNTY**  
**COMMISSION EXPIRES JULY 26, 2005**



**Schedule A**

<b><u>Trademark Name</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Application No. / Registration No.</u></b>	<b><u>Filing Date / Registration Date</u></b>
BODY & SOUL	United States	2,154,203	April 28, 1998
BODY AND SOUL	United States	75/324,953	July 15, 1997
BODY & SOUL WHOLE LIVING and Design	United States	76/512,518	May 8, 2003

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