

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hanley-Wood, LLC		06/13/2001	LTD LIAB JT ST CO: DELAWARE

RECEIVING PARTY DATA	
Name:	Restore Media, LLC
Street Address:	1000 Potomac Street, NW
Internal Address:	Suite 102
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2227859	OLD-HOUSE JOURNAL

CORRESPONDENCE DATA	
Fax Number:	(202)712-7100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2027127000
Email:	jmason@bktc.net
Correspondent Name:	John D Mason
Address Line 1:	1250 Eye Street
Address Line 2:	Suite 1250
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	06840001
--------------------------------	----------

NAME OF SUBMITTER:	John D Mason
---------------------------	--------------

Total Attachments: 7
 source=OHJ Assignment 1#page1.tif

OP \$40.00 2227859

source=OHJ Assignment 2#page1.tif
source=OHJ Assignment 3#page1.tif
source=OHJ Assignment 4#page1.tif
source=OHJ Assignment 5#page1.tif
source=OHJ Assignment 6#page1.tif
source=OHJ Assignment 7#page1.tif

RESTORE MEDIA, LLC

ACQUISITION

OF

OLD-HOUSE JOURNAL

Dated June 13, 2001

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), made this 31st day of June, 2001, by and between Hanley-Wood, LLC, a Delaware limited liability company ("Seller"), and RESTORE MEDIA, LLC, a Delaware limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller owns and operates *Old-House Journal*, *Old-House Journal: Restoration Directory*, *Old-House Journal: Historic House Plans*, and *Oldhousejournal.com* (the "Publications") as more particularly described herein; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain assets and assume certain liabilities of Seller relating to the Publications;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained in this Agreement, Seller and Buyer agree as follows:

ARTICLE 1

Definitions; Purchase and Sale of Publications

1.1 Definitions. For purposes of this Agreement the following terms shall have the meaning set forth below.

1.1.1 "Assets" shall have the meaning set forth in Section 1.2.

1.1.2 "Closing" shall have the meaning set forth in Section 1.8

1.1.3 "Closing Date" means the actual date of the Closing.

1.1.4 "Code" means the Internal Revenue Code of 1986, as it may be amended from time to time and the regulations promulgated thereunder.

1.1.5 "Domain Names" means the domain names set forth on Schedule 3.16.

1.1.6 "ERISA" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time, and the regulations promulgated thereunder.

1.1.7 "ERISA Affiliate" means, as applied to Seller, any corporation, person or trade or business which is a member of a group which is under common control with Seller

within the meaning of Code Sections 414(b) - (o) and, if applicable, ERISA Sections 4001(a)(14) and (b).

- 1.1.8 "Financial Statement" shall have the meaning set forth in Section 3.3.
- 1.1.9 "Intellectual Property" shall have the meaning set forth in Section 3.16.
- 1.1.10 "Liabilities" shall have the meaning set forth in Section 1.3.
- 1.1.11 "Liens" shall have the meaning set forth in Section 1.2.
- 1.1.12 "Person" means any individual, estate, trust, partnership, limited partnership, corporation, limited liability company, joint venture or similar entity.
- 1.1.13 "Publication Names" means "Old-House Journal," "Historic House Plans," and "Restoration Directory".
- 1.1.14 "Purchase Price" shall have the meaning set forth in Section 1.4.
- 1.1.15 "Related Instruments" shall have the meaning set forth in Section 2.3.1.
- 1.1.16 "Website" shall mean the world wide website for *Old-House Journal*, located at the universal resource locator www.oldhousejournal.com.

1.2 Agreement to Purchase Assets. Subject to the provisions of this Agreement, on the Closing Date, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, a portion of the assets and business of Seller consisting of the following assets (the "Assets"), free and clear of all mortgages, liens, charges, leases, restrictions, encumbrances, pledges, covenants, attachments, security interests, tax claims and liabilities of any kind except as expressly set forth on Schedule 3.2 (collectively, "Liens"). Without limiting the generality of the foregoing, the Assets shall include: (i) all of Seller's right, title, and interest in and to the Publications in print, electronic or other media, including without limitation the Website; (ii) all contracts, leases of personal property, commitments, orders and other agreements listed on Schedule 3.1, (iii) all licenses, permits, waivers, consents, approvals, authorizations, qualifications, orders, certificates and applications issued to or made by the Seller in connection with the Publications by a governmental authority, agency, court or instrumentality thereof; (iv) all of Seller's right and title to and interest in the Publication Names, and all trademarks, service marks, trade names, trade address, domain names and copyrights or applications therefor, and all logos, existing promotional materials, know-how, look-and-feel, processes, confidential information and other intellectual and intangible property rights related to the Publications; (v) all accounts receivable (net of allowance/reserves), prepaid postage and inventory relating to the Publications; (vi) all advertising contracts (insertion orders) representing cancelable future orders relating to the Publications; (vii) all books, files, records, logs and documents including, without limitation, subscription and advertiser lists for the Publications and all of the published content of the Publications including, without limitation, all electronically stored content; (viii) the *Old-House Journal* trade show exhibition booth in "as-is" condition; (ix) the books representing the OHJ Bookshop assets, which are being liquidated; (x)

TRADEMARK

REEL: 002988 FRAME: 0259

two personal laptop computers; and (xi) all of the business and goodwill of the Publications as a going concern. Notwithstanding the foregoing, the Assets shall not include (i) contracts relating to *Today's Classic Homes*; and (ii) accounts receivable relating to Seller's television advertising sales.

1.3 Liabilities. Buyer shall not acquire or assume, and Seller shall not contribute or assign or be relieved of, any of Seller's liabilities or obligations whatsoever, whether fixed, contingent or otherwise, known or unknown, provided, however, that Buyer shall assume (i) the liabilities under any contracts and leases specifically assumed by Buyer hereunder (ii) accrued vacation liabilities set forth on Schedule 1.3 with respect to those persons who are becoming employees of Buyer on the Closing Date; (iii) the editorial and advertising obligations with respect to *Today's Classic Homes* set forth on Schedule 1.3; and (iv) liabilities incurred by Seller in the operation of the Publications in the ordinary course of business, including ad commissions and deferred subscription liability at cost to fulfil (the "Liabilities").

1.4 Purchase Price. The Purchase Price of the Assets shall be Two Million Eight Hundred and Fifty Thousand Dollars (\$2,850,000) (the "Purchase Price").

1.5 Allocation of Purchase Price. The Purchase Price shall be allocated for tax purposes among the Assets (including the assumed liabilities) in accordance with Schedule 1.5, which shall which shall be completed by the parties and attached hereto within ninety (90) days after the Closing Date. Buyer shall file IRS Form 8594 with its federal income tax return consistent with such allocation for the tax year in which this Agreement is executed, and Seller and Buyer shall report all tax consequences of the transactions contemplated by this Agreement in a manner consistent with such allocation and not take any position inconsistent therewith upon examination of any tax return, in any refund claim, in any litigation or investigation or otherwise.

1.6 Purchase Price Adjustment: Holdback. If, as of the Closing Date, the actual value of the Assets acquired by Buyer exceeds the actual value of the Liabilities acquired by Buyer, the dollar amount of such excess shall be added to the Purchase Price and paid by Buyer to Seller; if the actual value of the Liabilities exceeds the actual value of the Assets, the dollar amount of such excess shall be subtracted from the Purchase Price and remitted by Seller to Buyer (such addition or subtraction, the "Purchase Price Adjustment"). Within one hundred and fifty (150) days of the Closing Date, Seller shall furnish to Buyer a calculation of such Assets and Liabilities, in form and substance acceptable to Buyer and generally consistent with Exhibit A to the letter of intent between Buyer and Seller dated May 2, 2001. If an issue(s) of a Publication has not "settled up" with respect to its final sales result at the newsstand as reported by the newsstand distributor/wholesaler as of the calculation date, Seller shall use the average sell through percentage for the past six (6) issues of such Publication that have settled (the "Average Percentage") as the sell through percentage of the unsettled issue(s) of such Publication; provided, however, that if the sell through percentage of the last settled issue of such Publication (the "Last Percentage") is more than ten percent (10%) lower than the Average Percentage, Seller shall use the Last Percentage as the sell through percentage of the unsettled issue(s). Seller's calculation shall account for the retail display allowance ("RDA") and all newstand expenses for each unsettled issue of a Publication by using the average of RDA and such expenses for the past six (6) issues of such Publication that have settled. Within thirty (30) days of Buyer's receipt of such calculation from Seller, Buyer shall notify Seller in writing if it

TRADEMARK

threatened by or on behalf of any labor organization with respect to employees of the Publications. There is neither pending nor threatened any labor dispute, strike or work stoppage which affects or which may affect the Publications or which may interfere with the continued operation of the Publications by Buyer after the Closing. Neither Seller nor any employees of Seller has committed any unfair labor practice as defined in the National Labor Relations Act of 1947, as amended, with respect to the employees performing services in connection with the Publication and there is not now pending nor threatened any petition for representation or unfair labor practice charge against Seller within the jurisdiction of the National Labor Relations Board or any representative thereof.

3.11 Conflict of Interest. Except for directly or indirectly holding less than five percent (5%) of the outstanding shares of stock in a company which is publicly traded, none of Seller's managers or officers owns, directly or indirectly, individually or collectively, an interest in any entity which is a competitor, of the Publications or which has any existing contractual relationship with Seller relating to the Publications.

3.12 Employment Matters. The payroll roster attached hereto as Schedule 3.12 is a true and complete compilation of all persons employed by or receiving compensation in any form by Seller relating to the Publications who will be employed by Buyer, showing the position, wages, salary and compensation due for each such person. Schedule 3.12 contains a full and complete description of the compensation programs (other than those set forth on Schedule 3.8) used by Seller to compensate its employees who are employed in connection with the Publications and who will be employed by Buyer.

3.13 Corporate Records. All material transactions to date relating to the Publications to which Seller is or has been a party or in which it is or has been otherwise involved have been fairly reflected in its financial records or other appropriate corporate books and records, as appropriate.

3.14 Exhibits. All exhibits and, schedules attached hereto and the certificates and, Financial Statements given hereunder to Buyer by Seller are true, correct and complete in all material respects.

3.15 Insurance. Seller maintains policies of general commercial liability and other forms of insurance in such amounts and against such risks and losses as are reasonable and adequate for the business and the properties of Seller.

3.16 Intellectual Property. Schedule 3.16 hereto is a true and complete list of all domain names, copyrights, trademarks, trade names, service marks, patents, logos and other similar intangible property rights and interests applied for, issued to or owned by Seller, or under which Seller is licensed, and used in the operations of the Publications (collectively, the "Intellectual Property"). Seller has all right, title and interest in and to the Intellectual Property, and such Intellectual Property does not infringe or otherwise violate the intellectual property rights of any third party, and there are no actions, or to the best knowledge of Seller, threatened actions alleging such infringement or violation.

SCHEDULE 3.16

Copyrights, Domain Names, Trademarks, Patents and Similar Rights

Copyrights

See attached.

Copyright registrations for the following issues of *Old-House Journal*: May/June 2000, July/August 2000 and November/December 2000

Copyright applications for the following issues of *Old-House Journal*: September/October 2000 and January/February 2001

Domain Names

DOVETALE.COM
OLDHOUSEJOURNAL.COM

Trademark

Old-House Journal (Registered with the U.S. Patent and Trademark Office – Registration No. 2,227,859)

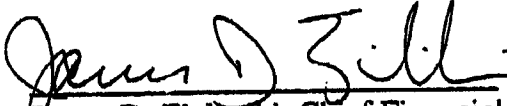
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SELLER:

HANLEY-WOOD, LLC

ATTEST/WITNESS:

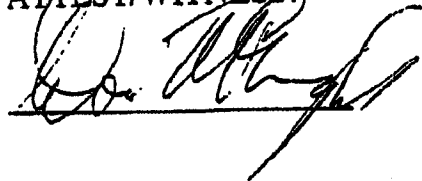


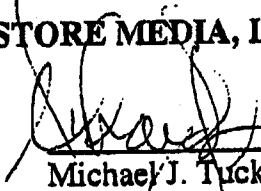
By: 
James D. Zielinski, Chief Financial Officer

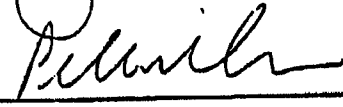
BUYER:

RESTORE MEDIA, LLC

ATTEST/WITNESS:



By: 
Michael J. Tucker, Chairman

And: 
Peter H. Miller, President