

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
Meredith Corporation		03/12/2005	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Johnson & Johnson		
Street Address:	One Johnson & Johnson Plaza		
City:	New Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08933		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78542500	VIDA NUESTRA	
CORRESPONDENCE DATA			
Fax Number:	(515)284-2776		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	5152842167		
Email:	becky.king@meredith.com		
Correspondent Name:	Rebecca King		
Address Line 1:	1716 Locust Street		
Address Line 4:	Des Moines, IOWA 50309		
NAME OF SUBMITTER:	Rebecca J. King		
Signature:	/Rebecca J. King/		
Date:	06/30/2005		
Total Attachments: 14 source=J&J-Vida Nuestra#page1.tif			

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American Baby|Group

CUSTOM PUBLISHING AND SAMPLING AGREEMENT

RECEIVED - LAW DEPT
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MEREDITH CORPORATION
American Baby Group
125 Park Avenue
New York, NY 10017

JohnsonCPSamp020305cl.doc

TRADEMARK
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Introduction

This is an Agreement, effective on the date of execution shown below, between **Meredith Corporation** with principal offices at 125 Park Avenue, New York, NY 10017, doing business as AMERICAN BABY GROUP (hereinafter "AMERICAN BABY"), and Johnson & Johnson Sales and Logistics Company Division of Johnson & Johnson Consumer Companies, Inc. (hereinafter "CLIENT.") In consideration of the mutual covenants and promises hereinafter set forth, the parties hereby agree as follows:

Scope of Work

AMERICAN BABY will provide professional services to CLIENT at CLIENT's request in the general field relating to custom magazine publication in accordance with this Agreement and the Project Order attached hereto as Exhibit A (incorporated herein by reference) (the "Services"). The Services shall include the creation by AMERICAN BABY of a custom magazine (the "Magazine") for CLIENT in accordance with the terms of this Agreement and the Project Order attached as Exhibit A to this Agreement.

Project Order

The Project Order shall constitute a separately enforceable agreement on the terms and conditions of this Agreement, except to the extent that the provisions of the Project Order specifically provide otherwise. A Project Order may include "Special Terms and Conditions" and a production schedule applicable to the Project Order. In the event of a conflict between the Project Order and the terms and conditions of this Agreement, the Project Order shall control.

Term

The term of this Agreement shall commence upon the date of execution hereof and shall continue through completion of the Services, as set forth in the Project Order, unless terminated pursuant to the Termination section hereof.

Payment

Payment shall be made as indicated in the Project Order. Additionally, AMERICAN BABY shall invoice CLIENT the costs of shipping charges and any elements requested by CLIENT, but not covered by the Project Order, when such charges are incurred. No such costs shall be billed to CLIENT unless AMERICAN BABY has received written approval of CLIENT prior to incurring such costs, such approval not to be unreasonably withheld or delayed. CLIENT agrees to pay AMERICAN BABY within forty-five (45) days of receipt of AMERICAN BABY'S invoices.

Approval

AMERICAN BABY agrees to submit to CLIENT the Magazine and all other work product that is part of the Services for review and approval according to the schedule as set out in the Project Order attached hereto. CLIENT will be responsible for all costs and expenses incurred as a result of any failure to give timely approval, provided that AMERICAN BABY has (a) notified CLIENT and obtained CLIENT's approval in advance of incurring them and (b) taken reasonable steps to mitigate such costs and expenses.

Modifications

CLIENT may modify work product provided that CLIENT agrees to cover any AMERICAN BABY expenses or costs incurred as a consequence of such modification to the extent that CLIENT has given its prior approval to such expenses or costs. CLIENT acknowledges that delays may result from any of CLIENT's requests for changes.

Representations and Warranties

CLIENT warrants that: (a) it has the full power and authority to enter into this Agreement and fully perform its obligations under this Agreement; (b) the making of this Agreement by it does not and will not conflict with any agreement existing between it and any other party, (c) it has all rights necessary to grant the rights granted to AMERICAN BABY herein, and (d) none of the CLIENT trademarks ("CLIENT Marks") or other materials, including advertisements, editorial materials or product claims, provided by CLIENT to AMERICAN BABY for use in the Magazine ("CLIENT Content") violates or infringes any rights of any third party, including but not limited to, any intellectual property rights or other proprietary rights, or any right of publicity, privacy or any right against libel, slander, or similar right.

AMERICAN BABY warrants that: (a) it has the full power and authority to enter into this Agreement and fully perform its obligations under this Agreement; (b) the making of this Agreement by it does not and will not conflict with any agreement existing between it and any other party, (c) it has all rights necessary to grant the rights granted to CLIENT herein, (d) the Magazine and the title thereof (excluding the CLIENT Marks and the CLIENT Content) will not violate or infringe any rights of any third party, including but not limited to, any intellectual property rights or other proprietary rights, or any right of publicity, privacy or any right against libel, slander or other similar right and (e) it shall comply with all applicable laws, rules and regulations in the performance of the Services.

THE PARTIES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF ACCURACY THAT UCITA MAY IMPOSE.

Confidentiality

In connection with the performance of this Agreement, it may prove necessary for either party to submit to the other party information that is confidential or proprietary (hereinafter "Confidential Information"), the disclosure of which would seriously and irreparably harm the disclosing party. Accordingly, the receiving party agrees: (1) to use the Confidential Information only for the purposes of fulfilling the terms and conditions of this Agreement; (2) to treat the Confidential Information with the same degree of care it gives to its own Confidential Information, but not less than reasonable care; (3) to limit access to the Confidential Information to only those of its or its affiliates' employees who need the information to fulfill a term or condition of this Agreement; and (4) to return all the Confidential Information upon the termination of this Agreement or upon the request of the disclosing party. The terms and conditions of this Agreement, including the Project Order, shall be deemed Confidential Information.

The parties agree that, in addition to other remedies, the disclosing party may be entitled to injunctive relief to prevent an actual or threatened disclosure of Confidential Information.

Confidential Information shall not include any information: (1) which is independently developed by the recipient independent of any disclosure of Confidential Information hereunder; or (2) which is received from a third party without an obligation of confidence and having a right to disclose the same; or (3) after it has become generally available to the public without breach of this Agreement by the recipient; or (4) which at the time of disclosure to the recipient was known to the recipient free of restriction. Nothing in this Agreement shall prohibit any party from disclosing any Confidential Information to the extent such disclosure is required by applicable law, regulation, legal process or governmental authority; provided that the recipient gives the disclosing party timely notice of the contemplated disclosure to provide the disclosing party the opportunity to intervene to preserve the confidentiality of the Confidential Information.

This Confidentiality provision shall survive termination of this Agreement, and shall remain in full force and effect for a period of two (2) years beyond the termination date of this Agreement.

Intellectual Property Rights

All rights to new editorial text ("New Text") that is created by AMERICAN BABY pursuant to this Agreement in connection the Magazine is the sole property of CLIENT. AMERICAN BABY shall execute all documents necessary to transfer to CLIENT all rights, title and interest in and to the New Text. The New Text shall be considered a work made for hire, to the fullest extent permitted by law, and all right, title and interest therein, including, without limitation, worldwide copyrights, shall be the property of CLIENT as the party specially commissioning such work. In the event that the New Text or any portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held to not be a work made for hire, AMERICAN BABY agrees to assign, and does hereby so assign to CLIENT, all right, title and interest in and to such New Text or portion thereof. AMERICAN BABY shall execute, acknowledge, and deliver to CLIENT all papers, including, without limitation, assignments and applications for copyright registration or renewal, that CLIENT reasonably deems necessary to enable CLIENT to

publish or protect such works by copyright or otherwise in any and all countries and to vest title to said works in CLIENT or its nominees, and their respective successors and assigns. Notwithstanding the foregoing, CLIENT specifically covenants and agrees that CLIENT shall be precluded from publishing all or substantially all of the New Text in connection with any third party for a period of two (2) years from the effective date of termination or expiration of this Agreement.

CLIENT recognizes that AMERICAN BABY may have preexisting property rights in certain editorial materials that AMERICAN BABY may incorporate into the Magazine. AMERICAN BABY shall identify, in writing, to CLIENT any such items prior to incorporation of same into the Magazine and shall provide CLIENT with the opportunity to decline to use such materials. For those items included in the Magazine for which AMERICAN BABY has preexisting rights ("Pre-existing Editorial Materials"), AMERICAN BABY hereby grants CLIENT and its affiliates a royalty-free, worldwide, paid-up, non-exclusive license to use the Pre-existing Editorial Materials in connection with the Magazine.

AMERICAN BABY shall obtain photography for the Magazine from stock photo houses for one-time publication in the Magazine.

AMERICAN BABY agrees to transfer all of its intellectual property rights in and to the title of the Magazine ("Title") to CLIENT within thirty (30) days after the Magazine has been distributed. If CLIENT makes an affirmative decision to permanently discontinue use of the Title following the term hereof, upon request by AMERICAN BABY, CLIENT agrees to negotiate in good faith the terms and conditions for transfer of all intellectual property rights in and to the Title to AMERICAN BABY.

Termination

Either party may terminate this Agreement upon the occurrence of any one of the following events:

- (a) This Agreement may be terminated at any time by either party by giving notice of its intent to terminate and stating the grounds therefor if the other party shall materially breach or materially fail in the observance or performance of any representation, warranty, guarantee, covenant or obligation under this Agreement. The party receiving the notice shall have thirty (30) days from the date of receipt thereof to cure the breach or failure. In the event such breach or failure is cured, the notice shall be of no effect.
- (b) A party becomes insolvent, is unable to pay its debts when such debts become due, or is the subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency or similar laws; or makes an assignment for the benefit of creditors; or is named in, or its property is subject to a suit for appointment of a receiver; or is dissolved or liquidated; or
- (c) For convenience, with sixty (60) days' prior written notice to the other party. In the event of a termination by CLIENT pursuant to this clause (c), CLIENT shall pay

AMERICAN BABY, in accordance with the provisions of this Agreement, for all Services performed and expenses incurred by AMERICAN BABY in connection with the Magazine and any other work product up to the time of termination, subject to AMERICAN BABY having taken reasonable steps to mitigate such costs and expenses to CLIENT. In any event, the amount owed to AMERICAN BABY with respect to such termination shall not exceed the amount that would have been owed had the Magazine, the work product, or Services been completed.

Except as otherwise specifically provided herein, termination of this Agreement shall not relieve the parties of any obligation accruing with respect to this Agreement prior to such termination.

In the event of such termination, the non-defaulting party shall be entitled to pursue any remedy provided in law or equity, including injunctive relief and the right to recover any damages it may have suffered by reason of such default.

Indemnification

AMERICAN BABY agrees to indemnify and hold CLIENT and its affiliates and each of their respective officers, directors, employees, shareholders, agents, successors and assigns (the "Client Indemnitees") harmless from all claims, demands, liabilities, obligations, duties, suits, losses, costs, judgments, actual, damages, settlements, fines, penalties, expenses, interest, costs and reasonable attorney's fees (collectively, the "**Claims**"), incurred by the CLIENT Indemnitees as a result of any Claims of third parties related to: (a) any alleged or actual violation or infringement by the Magazine or the Title thereof (so long as the Title is owned by AMERICAN BABY), excluding the CLIENT Marks and CLIENT Content, or by advertising or promotional materials related thereto (excluding the CLIENT Marks and CLIENT Content) that are prepared by or on behalf of AMERICAN BABY, of any right of privacy, right of publicity, intellectual property or other proprietary rights of any third party; (b) the editorial content and advertising contained in the Magazine (excluding the CLIENT Marks and CLIENT Content), or (c) AMERICAN BABY's breach of its representations, warranties or obligations under this Agreement or AMERICAN BABY's negligent or willful acts or omissions in the performance of its obligations under this Agreement. This provision shall survive termination of this Agreement. It is understood that CLIENT's review and approval of the Magazine (excluding the CLIENT Marks and CLIENT Content), or any advertising and promotional materials related thereto prepared by or on behalf of AMERICAN BABY (excluding the CLIENT Marks and CLIENT Content), shall not constitute a waiver by CLIENT of this indemnity.

CLIENT agrees to indemnify and hold AMERICAN BABY, and its affiliates and each of their respective officers, directors, employees, shareholders, agents, successors and assigns (the "American Baby Indemnitees") harmless from all Claims incurred by AMERICAN BABY Indemnitees as a result of any Claims of third parties related to: (a) infringement of any rights of a third party, including but not limited to, any intellectual property rights or other proprietary right, or any right of publicity, privacy or any right against libel, slander, or similar right, relating to any use of the CLIENT Marks or CLIENT Content as

permitted hereunder, (b) the CLIENT Marks or CLIENT Content, or (c) CLIENT's breach of its representations, warranties or obligations under this Agreement or CLIENT's negligent or willful acts or omissions in the performance of its obligations under this Agreement. This provision shall survive termination of this Agreement.

Each indemnified party agrees to give the indemnifying party prompt written notice of any matter upon which such indemnified party intends to base a claim for indemnification (an "Indemnity Claim") under this Agreement. The failure to give timely notice hereunder shall not affect the right to a defense and indemnification under this Agreement, except to the extent that the indemnifying party has been prejudiced by such failure. The indemnifying party shall have the right to participate jointly with the indemnified party in the indemnified party's defense, settlement or other disposition of any Indemnity Claim. With respect to any Indemnity Claim relating solely to the payment of money damages and which could not result in the indemnified party's becoming subject to injunctive or other equitable relief or otherwise adversely affect the business of the indemnified party in any manner, and as to which the indemnifying party shall have acknowledged in writing the obligation to indemnify the indemnified party hereunder, the indemnifying party shall have the sole right to defend, settle or otherwise dispose of such Indemnity Claim, on such terms as the indemnifying party, in its sole discretion, shall deem appropriate; provided that the indemnifying party shall provide reasonable evidence of its ability to pay any damages claimed and with respect to any such settlement shall obtain the written release of the indemnified party from the Indemnity Claim. The indemnifying party shall obtain the written consent of the indemnified party prior to ceasing to defend, settling or otherwise disposing of any Indemnity Claim if as a result thereof the indemnified party would become subject to injunctive or other equitable relief or the business of the indemnified party would be adversely affected in any manner.

Taxes

CLIENT shall be responsible for any sales, use, or excise taxes, if any, imposed by any state or governmental subdivision on the performance of Services performed by AMERICAN BABY hereunder. CLIENT agrees to pay any personal property taxes that may be imposed or levied because of storage of any work product created hereunder, or materials wherever located.

Risk of Loss

CLIENT shall be responsible for all loss or damage to the Magazine upon shipment of the Magazine to CLIENT.

Force Majeure

If either party is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing party's reasonable control, including, without limitation, fire, explosion, flood, or other acts of God; acts, regulations, or laws of any government; war or civil commotion; strike, lock-out or labor disturbances; or failure of

public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives prompt written notice to the other party of the Force Majeure Event. Such non-performing party shall exercise all reasonable efforts to resume performance of its affected obligations as soon as practicable.

Independent Contractors

The parties to this Agreement, their agents and employees, shall remain independent contractors, and shall not be held as an agent, employee, partner, or joint venturer of the other.

Limitation on Liability

In no event shall either party be liable to the other for any consequential, incidental, special or lost profit damages of any nature.

Public Announcements

The parties hereto covenant and agree that, except as provided for herein below, each will not from and after the date hereof make, issue or release any public announcement, press release, statement or acknowledgment of the existence of, or reveal publicly the terms, conditions and status of, the transactions contemplated herein, without the prior written consent of the other party as to the content and time of release of and the media in which such statement or announcement is to be made; provided, however, that in the case of announcements, statements, acknowledgments or revelations which either party is required by law or other government regulation to make, issue or release, the making, issuing or releasing of any such announcement, statement, acknowledgment or revelation by the party so required to do so by law or other government regulation shall not constitute a breach of this Agreement if such party shall have given, to the extent reasonably possible, not less than two (2) calendar days' prior notice to the other party, and shall have attempted, to the extent reasonably possible, to clear such announcement, statement, acknowledgment or revelation with the other party. AMERICAN BABY shall not use the name of CLIENT or any of CLIENT's affiliates for its own advertising or promotional purposes without the prior written consent of CLIENT. In furtherance of the foregoing, AMERICAN BABY shall not originate any publicity or other announcement, written or oral, whether to the public, the press, the trade, CLIENT's, CLIENT's affiliates', or AMERICAN BABY's customers or otherwise, relating to this Agreement or the existence of an arrangement between the parties, without the prior written approval of CLIENT

Notices

All notices, reports, and receipts shall be in writing and shall be deemed duly given on:

(i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by postage paid, return receipt requested first-class mail; or (iii) three (3) business days after the date of deposit in the United States mail, by postage paid, return receipt requested first-class mail, addressed as follows:

If to AMERICAN BABY:

Mr. Jack Griffin
President, Magazine
Meredith Corporation
125 Park Avenue
New York, NY 10017
Telecopy No. (212) 551-6990

Mr. John Zieser
Vice President and General Counsel
Meredith Corporation
1716 Locust Street
Des Moines, IA 50309-3023
Telecopy No. (515) 284-3933

If to CLIENT:

Johnson & Johnson Sales and Logistics
Company Division of Johnson & Johnson
Consumer Companies, Inc.
199 Grandview Road
Skillman, NJ 08558
Attention: John Glace

Office of General Counsel
Johnson & Johnson
One Johnson & Johnson Plaza
New Brunswick, NJ 08933
Attention: Mona J. Patel

Either party may change its mailing address by written notice to the other party in accordance with this paragraph.

Assignment

Neither this Agreement nor any Project Order executed pursuant to this Agreement may be assigned without the prior written consent, which shall not be unreasonably withheld, of the non-assigning party. A party may, however, assign this Agreement or any Project Order to an affiliate of such party without the prior written consent of the other party.

Governing Law

This Agreement shall be construed under and governed by the laws of the State of New York.

Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment

on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA's National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures, including limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the parties. The arbitration shall be held in New York, New York and the arbitrator shall apply the substantive law of New York. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS FEES OR COSTS.

Prior to commencement of arbitration, the parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the parties or interfere with the availability of emergency relief.

Inspection of Distribution Records

AMERICAN BABY shall maintain complete files and records of its distribution of the Magazine pursuant to this Agreement. CLIENT and its representatives shall have the right, upon reasonable notice, to examine such records, including supporting documentation, throughout the term of this Agreement and for the later of a period of one (1) year after its termination of the Agreement or resolution of any disputes between CLIENT and AMERICAN BABY hereunder.

Waiver

Failure or delay in enforcing any rights under this Agreement shall not constitute a waiver of such rights or affect enforcement of any other rights under this Agreement.

Integration

This Agreement is the entire Agreement between the parties and applies and supersedes all other oral or written understandings. This Agreement may not be modified in any manner except by an instrument in writing signed by both parties.

Headings

The headings contained in this Agreement have been inserted for convenience of reference

only and shall not be deemed to be a part of this Agreement so as to effect the interpretation of this Agreement.

Severability

In the event that any term of this Agreement is deemed or declared void, voidable, invalid, or unenforceable by a court of competent jurisdiction that portion of this Agreement will be deemed canceled and the remaining provisions hereof will continue in full force and effect.

Counterparts

This Agreement may be executed in counterparts, including by means of telecopied signature pages, any one of which need not contain the signature of more than one party, each of which shall be deemed an original, but all of which together shall constitute the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized as of the day and year first above written.

Signatures

AMERICAN BABY

By: Norma S. Blatto
(Signature)
NORMA BLATTO
(Printed Name)

Title: PUBLISHER

Date: 2/4/05

JOHNSON & JOHNSON SALES
AND LOGISTICS COMPANY
DIVISION OF JOHNSON & JOHNSON
CONSUMER COMPANIES, INC.

By: [Signature]
(Signature)
BILL DUFFY
(Printed Name)

Title: VP OF CUSTOMER DEVELOPMENT

Date: 2/3/05

**AMERICAN BABY GROUP
CUSTOM PUBLISHING AND SAMPLING
PROJECT ORDER**

**Bilingual Magazine and Custom Sampling Program for
Johnson & Johnson Sales and Logistics Company Division of Johnson & Johnson Consumer Companies, Inc.**

This Project Order, and any other schedules or attachments is made pursuant to the terms and conditions of the Custom Publishing and Sampling Agreement ("Agreement") entered into by and between the parties effective November 15, 2004. This Project Order constitutes a separate agreement which incorporates the terms and conditions of the Agreement, except to the extent that the provisions of this Project Order specifically provide otherwise. The specific provisions of this Project Order shall control over any conflicting provisions in the Agreement.

Publisher: Meredith Corporation/American Baby
Project Manager: Erica Martinez 212-551-7130
Client: Johnson & Johnson Sales and Logistics Company Division of
Johnson & Johnson Consumer Companies, Inc.
Representative: John Glace 908-874-1740-273-8261

Description and Specification of Work:

American Baby will create a 36-page bilingual magazine designed to support 15 brands from various Johnson & Johnson affiliates (11 ad pages). All editorial content will be original; stock photography. Magazine will be packed into a custom sampler featuring product samples and/or coupons supplied by Johnson & Johnson affiliate companies. Sampler will be shipped to various locations around the United States for use and distribution by Johnson & Johnson Sales and Logistics Company Division of Johnson & Johnson Consumer Companies, Inc. ("SLC") at events at which SLC has a presence.

Magazine details:

Title: Vida Nuestra
Size: 7 7/8" x 10 1/2"
Number of pages: 36
Cover stock: 80# coated gloss
Body stock: 60# coated gloss
Ink: 4/4 process, medium coverage with bleed
Gatefold: 350,000 pieces will have a gatefold off the front cover with perfs to for coupons.
Gatefold cover will be 7 5/8" on front cover with 7 3/8" gate leg. Each of 14 coupons will be 1 1/2" high by 3 11/16" wide
Binding: Saddlestitch and trim
Distribution: Varies. Final distribution TBD
Quantity: 850,000

Sampler details:

American Baby will produce, pack and ship a sampler bag in the qty of 850,000. Clear polybag with 4 color printing on one side. Polybag will have a handle on top and be sealed. Sampler bag will include one (1) copy of the Magazine and various products samples and product brochures from Johnson & Johnson companies. Product brochures and hard samples to be supplied in designated quantities by Johnson & Johnson affiliate companies.

American Baby will produce, pack and ship a sampler bag in the qty of 100,000. Clear polybag. Polybag will have a handle on top and be sealed. Sampler bag will include various products samples and product brochures from Johnson & Johnson companies. Product brochures and hard samples to be supplied in designated quantities by Johnson & Johnson affiliate companies.

Ownership of domain name:

Johnson & Johnson, through its agency, will construct a mini-website related to the Magazine.

Meredith is the registered owner of the vidanuestra.com domain name. American Baby agrees to assign and transfer ownership of the domain name to Johnson & Johnson by March 1, 2005.

Total project price: \$571,910

Freight is not included and will be charged to SLC at cost at the time of shipping.

Project Price Payment Terms: The Project Price as stated in this Project Order shall be invoiced as follows:
December 1, 2004: \$236,500
March 1, 2005: \$167,705
June 1, 2005: \$167,500

Term of Project Order: The term of this Project Order shall end upon the occurrence of the later of: (1) the date that both parties have fulfilled all responsibilities in accordance with this Project Order or (2) delivery of the Magazine to SLC.