

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
Disney Enterprises, Inc.		10/03/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Discover Media LLC		
Street Address:	1200 New Hampshire Ave., N.W., #800		
Internal Address:	c/o Dow, Lohnes & Albertson, PLLC		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1208251	DISCOVER	
CORRESPONDENCE DATA			
Fax Number:	(202)776-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-776-2929		
Email:	trademark@dowlohn.es.com		
Correspondent Name:	Mitchell H. Stabbe		
Address Line 1:	1200 New Hampshire Ave., N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	06307.0091		
NAME OF SUBMITTER:	Mitchell H. Stabbe		
Signature:	/Mitchell H. Stabbe/		

OP \$40.00 1208251

Date:

10/17/2005

Total Attachments: 10

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is entered into as of October 7, 2005, by and among DISNEY ENTERPRISES, INC., a Delaware corporation, with offices located at 500 South Buena Vista Street, Burbank, CA 91521-0194 ("Assignor"), DISCOVER MEDIA LLC, a Delaware limited liability company, with offices located at care of Dow, Lohnes & Albertson, PLLC (Attention: Edward J. O'Connell, Esq.), 1200 New Hampshire Avenue, NW, Suite 800, Washington, DC 20036 ("Assignee") and BUENA VISTA MAGAZINES, INC., a California corporation, with offices located at 114 Fifth Avenue, New York, NY 10011 ("Seller").

WHEREAS, Seller and Assignee have entered into that certain Asset Purchase and Sale Agreement, dated as of August 23, 2005 (as the same may be amended from time to time, the "Agreement"), pursuant to which Assignee is acquiring from Seller substantially all of the assets used in the business and operations of Discover Magazine (the "Magazine");

WHEREAS, the Agreement provides for, among other things, the sale, assignment, transfer and delivery by Seller to Assignee of all trademarks, service marks, trade names, copyrights, applications for registration thereof, websites and domain names relating to the Magazine, including, without limitation, those listed on Schedule 4.8 of the Agreement and as attached hereto Exhibit A; and

WHEREAS, Assignor is the owner of the trademarks listed on Schedule 4.8 of the Agreement (the "Trademarks") and is an affiliate of Seller, and Assignor desires to effect the assignment to Assignee of the Trademarks set forth herein as an inducement to Assignee to consummate the transactions contemplated under the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for One Dollar (\$1.00) (U.S.) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Each of Assignor and Seller hereby assigns to Assignee all of Assignor's or Seller's respective right, title, and interest in and to the Trademarks and the registrations and applications therefor, together with the goodwill of the business symbolized thereby and associated therewith, and together with all rights and privileges associated with any of the Trademarks, including the right to sue for and receive all damages from past, present and future infringements of the Trademarks.

2. Agreement. This Assignment is given to further evidence the transfers and assignments contemplated by the Agreement. All representations, warranties and covenants set forth in the Agreement shall survive the delivery of this Assignment to the extent set forth in the Agreement.

3. Further Assurances. Each of Seller and Assignor hereby agrees to take or cause to be taken such further actions, and to execute, deliver and file at any future time, any and all further instruments or documents including, without limitation, documents of conveyance,

transfer, or assignment, as Assignee reasonably determines are required to perfect Assignee's ownership of or title in and to the Trademarks and the registrations and applications therefor or to evidence the full and effective implementation and consummation of the assignment of such Trademarks and the registrations and applications therefor to Assignee.

4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all rights in the Trademarks and the registrations and applications therefor.


5. Counterparts. This Assignment may be executed in separate counterparts, none of which need contain the signature of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks as of the date first written above.

ASSIGNOR:

DISNEY ENTERPRISES, INC.

By: 
Name: Marsha L. Reed
Title: Vice President and Assistant Secretary

State of _____)
) ss:
County of _____)

The undersigned, a Notary Public in and for the aforementioned jurisdiction, does hereby certify that _____, whose name is signed to the foregoing Assignment has acknowledged the same under oath before me.

WITNESS my hand and official seal in said jurisdiction on _____, 2005.

See attached

Notary Public
My commission expires: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Los Angeles } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

3rd day of October, 2005, by

(1) Marsha L. Reed,
Name of Signer

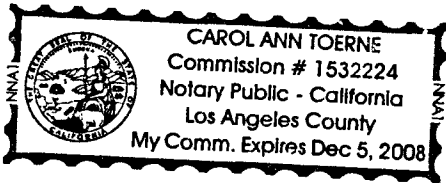
- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

~~and~~

(2) _____,
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Carol Ann Toerne
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

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RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

SELLER:

BUENA VISTA MAGAZINES, INC.

By: *[Handwritten Signature]*
Name: Marsha L. Reed
Title: Secretary

State of _____)
) ss:
County of _____)

The undersigned, a Notary Public in and for the aforementioned jurisdiction, does hereby certify that _____, whose name is signed to the foregoing Assignment has acknowledged the same under oath before me.

WITNESS my hand and official seal in said jurisdiction on _____, 2005.

Notary Public
My commission expires: _____

See attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of Los Angeles } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

 Signature of Document Signer No. 1

 Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

3rd day of October, 2005, by

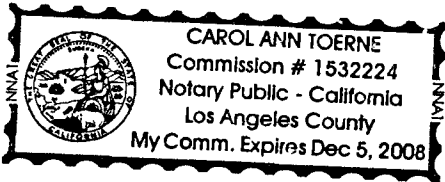
(1) Marsha L. Reed,
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(2) _____,
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Carol Ann Toerne
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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RIGHT THUMBPRINT OF SIGNER #1

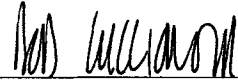
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RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

ASSIGNEE:

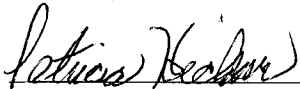
DISCOVER MEDIA LLC

By: 
Name: Robert C. Guccione, Jr.
Title: Chief Executive Officer

State of NEW YORK)
) ss:
County of NEW YORK)

The undersigned, a Notary Public in and for the aforementioned jurisdiction, does hereby certify that Robert C. Guccione, Jr., whose name is signed to the foregoing Assignment has acknowledged the same under oath before me.

WITNESS my hand and official seal in said jurisdiction on OCTOBER 6th 2005.


Notary Public
My commission expires: 5/20/06

PATRICIA A. HICKSON
Notary Public, State of New York
No. 01HI6074798
Qualified in Bronx County
Commission Expires May 20, 2006

Exhibit A

Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Class(es)</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
<i>Bolivia</i>						
DISCOVER	Registered	16	7.378	23-May-97	70807-C	11-Feb-99
<i>Brazil</i>						
DISCOVER	Registered	Local 11.10	819.258.709	14-Jun-96	819.258.709	17-Feb-99
DISCOVER & Device	Registered	Local 11.10	811.876.918	30-Jan-85	811.876.918	29-Apr-86
<i>Canada</i>						
DISCOVER	Registered	16	456.327	16-Jul-80	388.120	30-Aug-91
<i>Colombia</i>						
DISCOVER	Registered	16	97.008.613	19-Feb-97	203.570	28-Nov-97
<i>Costa Rica</i>						
DISCOVER	Registered	16			101.350	12-May-97
<i>Czech Republic</i>						
DISCOVER	Registered	16	00.114.811	16-Sep-96	204.068	23-Sep-97
<i>Dominican Republic</i>						
DISCOVER	Registered	Local 63	363.964	13-Aug-97	93.858	15-Nov-97
<i>Ecuador</i>						
DISCOVER	Registered	16	71.406	28-Aug-96	829-98	11-Feb-98
DISCOVER in Spanish (DESCUBRA)	Registered	16	76.872	21-Mar-97	3739-98	20-May-98

DCLIB01:1484341

<u>Trademark</u>	<u>Status</u>	<u>Class(es)</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
<i>El Salvador</i>						
DISCOVER	Registered	16	3539/98	22-Jun-98	00.045	07-Mar-01
<i>France</i>						
DISCOVER & Device	Registered	16	3.040.155	11-Jul-00	3.040.155	11-Jul-00
DISCOVER & Device	Registered	16	566.808	15-Jul-80	1.602.117	15-Jul-80
<i>Germany</i>						
DISCOVER & Device	Registered	16	T20458	17-Jul-80	1.015.263	11-Mar-81
<i>Guatemala</i>						
DISCOVER	Registered	16	6522-97	08-Aug-97	93.238	15-Dec-98
<i>Hungary</i>						
DISCOVER	Registered	16	M9.602.818	28-Aug-96	150.075	28-Aug-96
<i>India</i>						
DISCOVER	Pending	16	751.931	12-Feb-97		
DISCOVER & Device	Registered	16	365.541	27-Aug-80	365.541-B	30-Aug-80
<i>Mexico</i>						
DISCOVER	Registered	09	233.623	05-Jun-95	498.798	26-Jul-95
DISCOVER	Registered	16	233.622	05-Jun-95	597.131	05-Jun-95
<i>Nicaragua</i>						
DISCOVER	Registered	16	97.02724	15-Aug-97	40.231	28-Jan-99
<i>Norway</i>						
DISCOVER	Registered	16	98/01018	03-Feb-98	210.219	06-Sep-01

DCLIB01:1484341

<u>Trademark</u>	<u>Status</u>	<u>Class(es)</u>	<u>Appln. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
<i>Panama</i>						
DISCOVER	Registered	16	089,443	18-Aug-97	89,443	19-Aug-99
<i>Paraguay</i>						
DISCOVER	Registered	16	7,740	23-Apr-97	202,250	17-Apr-98
<i>Peru</i>						
DISCOVER	Registered	16	48,957	01-Oct-97	41,993	16-Dec-97
<i>Poland</i>						
DISCOVER	Registered	16	Z-164,592	25-Sep-96	113,411	11-Feb-00
<i>Puerto Rico</i>						
DISCOVER	Registered	16		15-Apr-98	42,856	15-Apr-98
<i>United Kingdom</i>						
DISCOVER	Registered	16	2,305,426	16-Jul-02	2,305,426	16-Jul-02
<i>United States of America</i>						
DISCOVER	Registered	16	316,818	29-Jun-81	1,208,251	14-Sep-82

DCLIB01:1484341