

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
LPI Media Inc.		11/08/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vulcan Acquisition Corp.		
Street Address:	1355 Sansome Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	75633854	HIV PLUS	
Serial Number:	74279928	OUT	
Serial Number:	75508326	OUT TO PARTY	
Serial Number:	78204813	OUT TRAVELER	
Serial Number:	75009033	OUT.COM	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	Carole F. Barrett		
Address Line 1:	Three Embarcadero Center, 7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	15320.21		

CH \$140.00 75633854

NAME OF SUBMITTER:	Carole F. Barrett
Signature:	/CFB_lmd/
Date:	11/20/2005
Total Attachments: 5 source=PO_TriangleMarketing_acquisition#page1.tif source=PO_TriangleMarketing_acquisition#page2.tif source=PO_TriangleMarketing_acquisition#page3.tif source=PO_TriangleMarketing_acquisition#page6.tif source=PO_TriangleMarketing_acquisition#page7.tif	

BILL OF SALE (TMS)

RECITALS

A. TRIANGLE MARKETING SERVICES, INC., a Delaware corporation having a principal place of business at 245 West 17th Street, New York, NY 10011 (“TMS”) and VULCAN ACQUISITION CORP., a Delaware corporation having a principal place of business at 1355 Sansome Street, San Francisco, CA 94111 (the “Buyer”) are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), which Purchase Agreement contemplates the acquisition by the Buyer of the TMS Assets identified therein. Capitalized but undefined terms used herein shall have the respective meanings ascribed to such terms under the Purchase Agreement.

B. Pursuant to the Purchase Agreement, TMS and the Buyer mutually desire to perfect and confirm the sale of the TMS Assets to the Buyer, and to ensure that the assignment records of any government agency with jurisdiction over the filing, grant, renewal and enforcement of rights in and to such TMS Assets reflect the correct ownership of certain specific TMS Assets being transferred to the Buyer.

WITNESSETH

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. TMS does hereby sell, assign, transfer, convey and deliver unto the Buyer, its successors and assigns, all of TMS’s entire worldwide right, title and interest in and to the TMS Assets identified on **EXHIBIT B-1** attached to the Purchase Agreement and all of the other properties, rights, interests and other tangible and intangible assets of TMS (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), except for the Excluded Assets.

2. Without limiting the generality of the foregoing, the TMS Assets shall include, to the extent not constituting Excluded Assets: all equipment, materials, prototypes, tools, supplies, vehicles, furniture, fixtures, improvements and other tangible assets of the Seller Group held by TMS (including the tangible assets specifically identified in Part 2.11 of the Disclosure Schedule to the Purchase Agreement); all advertising and promotional materials owned by or licensed to the Seller Group and held by TMS; all Seller Group IP held by TMS, to the extent assignable on the date hereof (including the Intellectual Property and Intellectual Property Rights held by TMS specifically identified in Part 2.13 of the Disclosure Schedule, as well as the Seller Group IP specifically identified on **EXHIBIT A** attached hereto); all rights of TMS under the Seller Group Contracts to which TMS is a party, to the extent assignable on the date hereof (including all office leases, equipment leases, printing Contracts, licensing agreements and all of the other Seller Group Contracts identified in Part 2.14 of the Disclosure Schedule to which TMS is a party, to the extent assignable on the date hereof), other than accounts receivable; all Governmental Authorizations held by TMS, to the extent assignable on the date hereof (including specifically the Governmental Authorizations held by TMS identified in Part 2.17 of the Disclosure Schedule, to the extent assignable on the date hereof); all claims (including claims for past infringement or misappropriation of Intellectual Property or Intellectual Property Rights, to the extent assignable on the date hereof, but excluding claims related to the Excluded Assets) and causes of action of TMS against other Persons (regardless of whether or not such claims and causes of action have been asserted by the Seller Group), to the extent assignable on the date hereof and all rights of indemnity, warranty rights, rights of contribution (but excluding such rights relating to the Excluded Assets), and rights of recovery possessed by TMS (regardless of whether such rights are currently exercisable), to the extent assignable on the date hereof; and all books, records, files and data of TMS relating to the Assets (in the case of

documentation of relevance solely to the TMS Assets, originals; in the case of other documentation, copies only).

3. All of the terms and provisions of this Bill of Sale will be binding upon TMS and its successors and assigns and will inure to the benefit of the Buyer and its successors and assigns.

4. This Bill of Sale the rights and obligations of the parties hereunder shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (without giving effect to principles of conflicts of laws).

5. This Bill of Sale is executed and delivered pursuant to the Purchase Agreement and is subject to all of the terms and conditions set forth in the Purchase Agreement.

6. This Bill of Sale shall in no way expand the rights or remedies of any third party against the Buyer Group or the Seller Group as compared to the rights and remedies which such third party would have had against the Buyer Group or the Seller Group had this Bill of Sale not been executed and delivered. Without limiting the generality of the foregoing, this Bill of Sale shall not create any third party beneficiary rights.

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This **BILL OF SALE** has been signed at Los Angeles, California, effective as of November 8, 2005.

TRIANGLE MARKETING SERVICES, INC.,
a Delaware corporation

By: James M. Franklin

Name: James M. Franklin

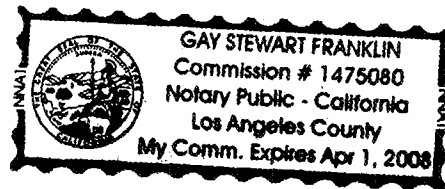
Title: President / CEO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 8th day of November, 2005, Jim Franklin, known to me as the Chief Executive Officer of Triangle Marketing Services, Inc., a Delaware corporation (the "**Company**"), personally appeared before me, a Notary Public in and for the aforesaid county, and acknowledged that he has executed the foregoing instrument on behalf of the Company having the authority to do so.

(SEAL)

Gay Stewart Franklin
Notary Public



Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Docket ID:	Country/State	App. Date:	Reg. Date	Status:	
		Owner:		App. No.:	Reg. No.:		
HIV PLUS	Class 16: Magazine in the fields of news, ideas, trends, scientific developments, medicine and public policy for physicians health care providers, scientists, individuals with HIV, public officials and political activists.	052499-00015 Triangle Marketing Services Inc.	United States of America	2/4/1999	12/14/1999	Registered	
				75/633854	2301140		
OUT	Magazines.	052499-00024 Triangle Marketing Services, Inc.	Canada	5/28/1992	1/7/1994	Registered	
				705838	TMA421908		
OUT	Class 16: General interest magazine. Class 41: Services relating to general interest magazines available globally on-line through computer networks.	052499-00023 Triangle Marketing Services, Inc.	European Community	2/3/1999	5/18/2000	Registered	
				1063569	1063569		
OUT	Class 16: Publications including magazines.	052499-00021 Triangle Marketing Services, Inc.	South Africa	12/30/1998	2/4/2002	Registered	
				98/23501	98/23501		
OUT	Class 42: Computer	052499-00022	South Africa	12/30/1998	2/4/2002	Registered	

Trademark/Service Mark Report

Sorted by Mark and Country

Trademark	Goods/Services	Docket ID: Owner:	Country/State	App. Date: App. No.:	Reg. Date: Reg. No.:	Status:
	services including providing online publications.	Triangle Marketing Services, Inc.		98/23502	98/23502	First Renewal 12/30/2008
<i>OUT</i>	Class 16: General feature magazine.	052499-00018 Triangle Marketing Services, Inc.	United States of America	6/1/1992 74/279928	2/9/1993 1751263	Registered Next Renewal 2/9/2013
<i>OUT PARTY TO PARTY</i>	Class 16: Magazine supplement on the subject of party hosting tips and drink recipes.	052499-00025 Triangle Marketing Services, Inc.	United States of America	6/25/1998 75/508326	9/5/2000 2382209	Registered Aff of use -- 5 Year 9/5/2005 Aff of use -- 6 Year 9/5/2006 First Renewal 9/5/2010
<i>OUT TRAVELER</i>	Class 16: Magazines featuring information concerning travel	052499-00026 Triangle Marketing Services, Inc.	United States of America	1/17/2003 78/204813	6/8/2004 2852035	Registered Aff of use -- 5 Year 6/8/2009 Aff of use -- 6 Year 6/8/2010 First Renewal 6/8/2014
<i>OUT.COM</i>	Class 42: Computer services, namely, providing an on-line gay/lesbian general feature magazine via a computer network.	052499-00020 Triangle Marketing Services Inc.	United States of America	10/23/1995 75/009033	4/15/1997 2052108	Registered First Renewal 4/15/2007