

**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

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Street Address:	1355 Sansome Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	75580848	ALYSON
Serial Number:	74123989	THE ADVOCATE
Serial Number:	74259858	ALYSON WONDERLAND

**CORRESPONDENCE DATA**

Fax Number: (415)217-5910  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415.434.1600  
 Email: trademark@howardrice.com

CH \$90.00 75580848

Correspondent Name: Carole F. Barrett  
Address Line 1: Three Embarcadero Center, 7th Floor  
Address Line 4: San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER:

15320.12

NAME OF SUBMITTER:

Carole F. Barrett

Signature:

/CFB\_lmd/

Date:

11/20/2005

Total Attachments: 5

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## BILL OF SALE (LPI)

### RECITALS

A. **LPI MEDIA INC.**, a Delaware corporation having a principal place of business at 6922 Hollywood Boulevard, Suite 1000, Los Angeles, CA 90028 ("**LPI**") 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 LPI 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, LPI and the Buyer mutually desire to perfect and confirm the sale of the LPI 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 LPI Assets reflect the correct ownership of certain specific LPI Assets being transferred to the Buyer.

### WITNESSETH

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

1. LPI does hereby sell, assign, transfer, convey and deliver unto the Buyer, its successors and assigns, all of LPI's entire worldwide right, title and interest in and to the LPI 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 LPI (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 LPI 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 LPI (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 LPI; all Seller Group IP held by LPI, to the extent assignable on the date hereof (including the Intellectual Property and Intellectual Property Rights held by LPI 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 LPI under the Seller Group Contracts to which LPI 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 LPI is a party, to the extent assignable on the date hereof), other than accounts receivable; all Governmental Authorizations held by LPI, to the extent assignable on the date hereof (including specifically the Governmental Authorizations held by LPI 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 LPI 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 LPI (regardless of whether such rights are currently exercisable), to the extent assignable on the date hereof;

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and all books, records, files and data of LPI relating to the Assets (in the case of documentation of relevance solely to the LPI 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 LPI 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.

*[Remainder of This Page Intentionally Left Blank]*

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

**LPI MEDIA, INC.,**  
a Delaware corporation

By: James M. Franklin

Name: James M. Franklin

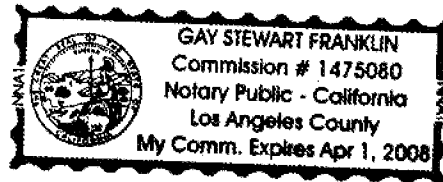
Title: President/CEO

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On this 8<sup>th</sup> day of November, 2005, James M. Franklin, known to me as the Chief Executive Officer of LPI Media, 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.:		
ALYSON	Class 16: Printed goods, namely, adult books.	052499-00005	United States of America	11/2/1998	11/30/1999	Registered	
		LPI Media, Inc.		75/580848	2296012	First Renewal	11/30/2009
Alyson Wonderland	Class 16: Children's books	052499-00011	United States of America	3/27/1992	11/17/1992	Registered	
		LPI Media, Inc.		74/259858	1733019	Next Renewal	11/17/2012
MEN	Class 9, 35, 38, 41, and 42: Paper, cardboard printed matter, publicity photographs, document reproduction service of newspaper subscriptions, distribution of prospectuses press agency and information communications by computer terminals and minitels book publishing, magazines services of reporters, filming on video tapes, rental of time access for central server databases	052499-00009	France	11/9/1994	4/21/1995	Registered	
				94/544480	94/544480	Next Renewal	11/9/2014
				See End note 1			
				First Renewal	9/5/2010		
				Aff of use - 5 Year	6/8/2009		
				Aff of use - 6 Year	6/8/2010		
				First Renewal	6/8/2014		

**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:
ADVOCATE	Class 16: Magazines concerning issues of the homosexual community.	052499-00003 LPI Media, Inc.	United States of America	12/17/1990 74/123989	10/13/1992 1723673	Registered
						Next Renewal
<i>THRIVE FIT LIVING FOR GAY MEN</i>	Class 16: Health and fitness magazines for gay men	052499-00029 LPI Media, Inc.	United States of America	2/18/2005 78/571155		Pending Suspended See Note 2