

01-24-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office



1/19/06

RECOI
TRADEMARK ONE
103163854

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fast Company Media Group, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Gruner + Jahr Printing and Publishing Co.

Internal

Address: _____

Street Address: 375 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10017

Association Citizenship _____

General Partnership Citizenship Delaware

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 6, 2001

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75633743, Registration Number 2335277

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christoph Lange

Internal Address: _____

Street Address: Baker & Hostetler LLP

666 Fifth Avenue

City: New York

State: NY Zip: 10103

Phone Number: (212) 589-4233

Fax Number: (212) 589-4201

Email Address: clange@bakerlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Christoph Lange
Signature

1/19/06
Date

40.00
Name of Person Signing Christoph Lange

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003288 FRAME: 0070

Continuation of Item 2: Receiving Party Information

Gruner + Jahr Printing and Publishing Co. is a general partnership that has elected to be governed by the laws of the state of Delaware. The partnership is composed of Gruner + Jahr USA Group Inc., a Delaware corporation, BGJ Enterprises, Inc., a Delaware corporation and Asset Beteiligungsellschaft GmbH & Co., a German limited partnership.

GENERAL CONVEYANCE

1. KNOW ALL PEOPLE BY THESE PRESENTS THAT FAST COMPANY MEDIA GROUP, L.L.C., a Delaware limited liability company ("Subsidiary"), does hereby grant, convey, bargain, sell, transfer and deliver, as a distribution in kind, unto GRUNER + JAHR PRINTING AND PUBLISHING CO., a Delaware general partnership ("Parent", and owner of 100% of the membership interests in the Subsidiary), on behalf of its division GRUNER + JAHR USA PUBLISHING, and its successors and assigns, all of the Subsidiary's right, title to, and interest in and to, the assets described on Schedule A attached hereto (the "Assets"), effective as of the Effective Date, as hereinafter defined.

TO HAVE AND TO HOLD the same unto the Parent, its successors and assigns, forever.

2. Except as otherwise provided in this General Conveyance, as between Parent and Subsidiary, all transactions contemplated by this Agreement shall be deemed and treated as consummated and shall be given effect, as though consummated and occurred on and as of 11:59 P.M. Eastern Standard Time on December 22, 2000 (the "Effective Date"), and, as of and from the Effective Date, the business of Subsidiary shall have been deemed conducted by Parent on behalf of and for the account of Subsidiary, and all benefits and expenses of such business shall inure to parent as of and from the Effective Date.

3. Subsidiary hereby represents and warrants to Parent that Subsidiary has the full right, power and authority to convey the Assets and to make and execute this General Conveyance. Subsidiary grants, conveys, bargains, sells, transfers and delivers the Assets in "AS IS," "WHERE IS" condition, WITH ALL FAULTS, IF ANY, and makes no representations or warranties, direct or indirect, oral or written, express or implied, as to title, encumbrances and liens, merchantability, condition or fitness for a particular purpose or any other warranty of any kind, all of which representations and warranties are expressly hereby disclaimed and denied.

4. To the extent that the transfer or assignment of any contract or agreement requires the consent of a third party, this General Conveyance shall not constitute a transfer or assignment of the same if an attempted transfer or assignment without such consent would constitute a breach thereof.

5. Subsidiary, from time to time, at Parent's request, will execute, acknowledge and deliver to Parent such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Parent may reasonably require in order to vest title more effectively in Parent, or to put Parent more fully in possession of, any of the Assets.

6. Subsidiary hereby constitutes and appoints Parent, its successors and assigns, the true and lawful attorney or attorneys of it, with full power of substitution, for Subsidiary and in its name and stead or otherwise, by and on the behalf of and for the benefit of Parent, its successors and assigns, to demand and receive from time to time any and all of such Assets hereby sold, assigned, transferred, conveyed and delivered, and to give receipts and releases for and in respect of the same in any part thereof, and from time to time to institute and

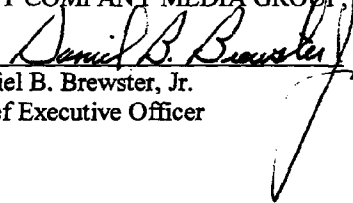
NYK 686459-3.041209.0013

prosecute in the name of Subsidiary or otherwise, its successors or assigns, any and all proceedings at law, in equity or otherwise which Parent, its successors and assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to such Assets and to defend or compromise any and all actions, suits or proceedings in respect of any of such Assets and to do all other acts and things in relation thereto as Parent, its successors or assigns, shall deem desirable, and Subsidiary hereby declares that the appointments made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Subsidiary in any manner or for any reason.

7. This General Conveyance shall bind and inure to the benefit of the Parent and its successors and assigns.

IN WITNESS WHEREOF, the Subsidiary has caused this instrument to be executed on this 6 day of February 2001.

FAST COMPANY MEDIA GROUP, L.L.C.

By: 
Daniel B. Brewster, Jr.
Chief Executive Officer

Schedule A

All of the assets owned by the Subsidiary and all of the assets otherwise used by the Subsidiary in connection with the Fast Company Media Group, L.L.C. business. The Assets shall include, without limitation, the following assets of the Subsidiary:

- (a) all cash, cash equivalents, securities and bank accounts;
- (b) all trade and other accounts, notes and drafts receivable, including receivables attributable to advertising and list rentals and relating to subscriptions (net of commissions);
- (c) all advertising relationships;
- (d) all orders, contracts, commitments and schedules relating to all advertising committed to run in issues of the Fast Company magazine (the "Magazine");
- (e) all of Subsidiary's rights, privileges and options under any contracts, contract rights, leases, licenses, orders, bids, commitments or other agreements, undertakings or understandings, including, without limitation, all agency contracts, commitments to authors, illustrators, photographers, publishers and other creators or owners of works which are copyrighted or copyrightable, and all rights and permissions inuring to the benefit of the Subsidiary with respect to any such works (including without limitation standard author's contracts, standard artist's contracts and forms for licensing such rights to third parties);
- (f) all rights, privileges and options under any United States and foreign copyrights and literary rights (whether or not evidenced by certificates or registration), including without limitation in each case all rights to license and distribute the same, and all right, title and interest with regard to the ownership, renewal, protection, use and exploitation of the same;
- (g) all rights, privileges and options under any manuscripts, photographs, editorial materials, art work, files, illustrations, computer files, compact discs and properties of Subsidiary, including without limitation transparencies, slides, paintings, standing type, cuts, plates, engravings, stencils, forms, labels, promotional materials and similar supplies, paper, ink and other printing or publishing supplies and other raw materials, works-in-progress or finished inventory of Subsidiary;
- (h) all subscriptions, orders for new or renewal subscriptions processed by the Subsidiary or its fulfillment house;
- (i) all rights in or to any article, manuscript, illustration, photograph and other material already commissioned or received from the creator or owner thereof as of the date hereof, but not yet accepted or rejected by the Subsidiary as of the date hereof;
- (j) all rights to the preparation, editing, publication and sale of any article, manuscript, illustration, photograph or other editorial and non-editorial material, whether included in any issue of the Magazine published heretofore, included on the Website heretofore or being prepared for publication, or subject to contracts with authors, illustrators, artists, photographers or other similar persons and accepted and available for publication in the future

NYK 686459-3.041209.0013

issues of the Magazine or on the Subsidiary's website (the "Website") in the future (collectively, the "Publication Rights");

(k) the database of subscribers to the Magazine and registered users of the Website who are active subscribers or users as of the date hereof, or former subscribers or users who were active subscribers or users at any time after January 1, 1998, which list sets forth (i) all subscriptions which are active, (ii) the expiration dates, by subscriber and on an annual basis, relating to all of the subscriptions, (iii) the payment and credit status of each subscription, and (iv) the source of business;

(l) the books and records, including without limitation (i) mailing lists and information for development and maintenance of such mailing lists and of the Subscriber List and for promotion of the business of the Subsidiary and the fulfillment of obligations with respect thereto, (ii) advertising space reservations, advertising insertion orders, records of current and former advertisers and prospect lists for advertising, (iii) list rental files, list rental orders, records of current and previous rentals and prospect lists for list rentals, (iv) all schedules, surveys, exhibits, files, records and data associated with audits, examinations or surveys conducted by or for the Audit Bureau of Circulations, and (v) all other records, files, data or information (including marketing information and market research data);

(m) copies of all financial and tax books and records and of any other books and records that the Subsidiary is required by law to maintain with regard to the Assets and the business of the Subsidiary;

(n) all rights in federal, state and foreign trademarks, names, trade names, service marks, domain names, uniform resource locators and logos (including all completed or pending registrations, renewals or applications for registration or renewal of any of them) and the goodwill of the Subsidiary therein;

(o) all right, title, interest, privilege and option with respect to all software (including spreadsheets), software systems, databases and database systems, whether owned or licensed;

(p) all furniture, fixtures, equipment and furnishings including computers, computer networks, desktop publishing computers and file servers; and

(q) all of Subsidiary's right, title and interest in and to the domain names in his ownership and use set forth in Schedule B (the "Domain Names") together with all goodwill associated with the Domain Names collectively and individually, the respective registrations of the Domain Names and the right to sue for infringement of the Domain Names.

(r) any and all other assets necessary to enable the Parent to continue the Business substantially as conducted by the Subsidiary.

BAKER
&
HOSTETLER LLP
COUNSELLORS AT LAW

666 FIFTH AVENUE • NEW YORK, NEW YORK 10103 • (212) 589-4200 • FAX (212) 589-4201

SARAH DEAN LEBER
WRITER'S DIRECT DIAL NUMBER (212) 589-4271
E-MAIL: SLEBER@BAKERLAW.COM

TO: Patent and Trademark Office
FROM: Sarah Dean Leber
DATE: January 19, 2006
SUBJECT: Recordation Documents

Enclosed please find:

- 1) The Recordation Form Cover Sheet,
- 2) Payment by check, and
- 3) The document to be recorded.

Please record the enclosed document.

Best regards,
S.D.L.