

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intangible Property Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LIFESTYLE MEDIA, INC.		08/10/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	MACFADDEN PERFORMING ARTS MEDIA, LLC
Also Known As:	AKA Macfadden Dance Magazine, LLC
Street Address:	333 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78710089	THE WORLD AT YOUR FEET
Serial Number:	78685140	DANCE MAGAZINE
Serial Number:	78684125	THE INDUSTRY BIBLE
Serial Number:	76551041	YOUNG DANCER
Serial Number:	75219383	THE YOUNG DANCER
Serial Number:	74723989	DANCE MAGAZINE
Serial Number:	71656520	DANCE

**CORRESPONDENCE DATA**

Fax Number: (212)245-3009  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-541-6222  
 Email: skaplan@kanekessler.com  
 Correspondent Name: Susan S. Kaplan  
 Address Line 1: 1350 Avenue of the Americas

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Address Line 2: Kane Kessler, P.C.  
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	3799-5
NAME OF SUBMITTER:	Susan S. Kaplan
Signature:	/susan s. kaplan/
Date:	12/01/2006

**Total Attachments: 4**  
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## INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made effective as of August 10, 2006 (the "Effective Date") by and between Lifestyle Media, Inc., a Delaware corporation ("Assignor") and Macfadden Dance Magazine, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. The Assignor and Assignee have entered into that certain Contribution Agreement, dated August 10, 2006 (the "Agreement"), pursuant to which (i) Assignor has agreed to contribute to Assignee and Assignee has agreed to accept the Lifestyle Transferred Assets and (ii) Assignor has agreed to assign and Assignee has agreed to assume the Lifestyle Assumed Liabilities.

B. Assignor is the owner of Intangible Property.

C. Assignee wishes to acquire the entire rights, title and interest in and to its Intangible Property.

D. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE, in consideration of Assignee's agreement to enter into the Agreement and to grant Assignor an equity interest in Assignee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees to assign its rights in and to its Intangible Property as follows:

1. Assignor does hereby irrevocably and in perpetuity transfer and assign to Assignee all rights, title, and interest in and to its Intangible Property, including all intellectual property rights thereto and any renewals or extensions thereof.

2. Nothing in this Assignment shall alter any liability or obligation of Assignor or Assignee arising under the Agreement.

3. Assignor and Assignee each hereby agree to execute and deliver any and all additional documents that each may reasonably request in order to more fully effect the agreements set forth in this Assignment.

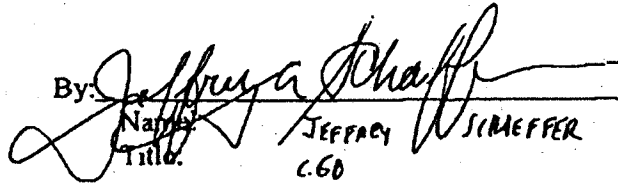
4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by, and construed in accordance with the provisions of Sections 8.11 and 8.12 of the Agreement.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

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

MACFADDEN DANCE MAGAZINE, LLC

By:   
Name: JEFFREY SIMEFFER  
Title: CEO

LIFESTYLE MEDIA, INC.

By: \_\_\_\_\_  
Name:  
Title:

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

MCFADDEN DANCE MAGAZINE, LLC

By: \_\_\_\_\_  
Name:  
Title:

LIFESTYLE MEDIA, INC

By: Peter C. Gibriano  
Name: PETER GIBRIANO  
Title: Executive Vice President

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EXHIBIT C

TRADEMARKS AND SERVICE MARKS (Macfadden Dance Magazine LLC)

<u>Country</u>	<u>Mark</u>	<u>Application or Serial Number</u>	<u>Application or Filing Date</u>	<u>Registration No.</u>	<u>Date of Issue</u>
<u>U.S.</u>	<u>The World at Your Feet</u>	<u>78710089</u>	<u>9/9/05</u>		
	<u>Dance Magazine</u>	<u>78685140</u>	<u>8/3/05</u>		
	<u>The Industry Bible</u>	<u>78684125</u>	<u>8/02/05</u>		
	<u>Young Dancer</u>	<u>76551041</u>	<u>9/18/03</u>	<u>2932466</u>	<u>3/15/05</u>
	<u>The Young Dancer</u>	<u>75219383</u>	<u>12/30/96</u>	<u>2153536</u>	<u>4/28/98</u>
	<u>Dance Magazine</u>	<u>74723989</u>	<u>9/1/95</u>	<u>2023369</u>	<u>12/17/96</u>
	<u>Dance</u>	<u>71656520</u>	<u>11/17/53</u>	<u>0597109</u>	<u>10/19/54</u> <u>Renewed</u> <u>01/03/05</u>
<u>Canada</u>	<u>Dance Magazine</u>	<u>840279</u>	<u>3/25/97</u>	<u>TMA503357</u>	<u>10/30/98</u>
	<u>The Young Dancer</u>	<u>843902</u>	<u>5/1/97</u>	<u>TMA503338</u>	<u>10/29/98</u>
	<u>Dance</u>	<u>845141</u>	<u>5/15/97</u>	<u>TMA502477</u>	<u>10/20/98</u>

ASSIGNMENT OF INTELLECTUAL PROPERTY  
AND MATERIAL AGREEMENTS - EXHIBIT C - 1