TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Copley Press, Inc.		12/15/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Hearst Torrance Holdings, LLC	
Street Address:	959 Eighth Avenue	
Internal Address:	c/o The Hearst Corporation	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2010107	RAVE!

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-649-2087

Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: Hearst Torrance Holdings, LLC

Address Line 1: 959 Eighth Avenue

Address Line 2: c/o The Hearst Corporation
Address Line 4: New York, NEW YORK 10019

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TRADEMARK REEL: 003449 FRAME: 0079

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Date:	12/21/2006
Total Attachments: 5 source=374482#page1.tif source=374482#page2.tif source=374482#page3.tif source=374482#page4.tif source=374482#page5.tif	

GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT is made the 15th day of December, 2006

BETWEEN

The Copley Press, Inc. (hereinafter "the Assignor"), a corporation organized and existing under the laws of the State of Illinois, with offices at 7776 Ivanhoe Avenue, La Jolla, California 92037; and Hearst Torrance Holdings, LLC (hereinafter "the Assignee"), a limited liability company organized and existing under the laws of Delaware, with offices at 959 Eighth Avenue, New York, NY 10019.

WHEREAS, subject to the terms and conditions of a certain Stock and Asset Purchase Agreement dated December 15, 2006 (the "<u>Purchase Agreement</u>"), it has been agreed that the Assignor shall transfer to The Hearst Corporation, a Delaware corporation ("<u>Buyer</u>"), the entire right, title and interest of Assignor in all Intellectual Property; and

WHEREAS, at the request of Buyer, the Assignor and Buyer shall effect such transfer by having Assignor transfer the entire right, title and interest of Assignor in all Intellectual Property to Assignee;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and subject to the terms and conditions of the Purchase Agreement, the Assignor hereby, effective as of 12:01 a.m. (Los Angeles time) on the Effective Date, assigns, conveys and transfers to the Assignee all of its right, title and interest in and to: (i) the Intellectual Property, (ii) all federal, state and foreign registrations related to the Intellectual Property, if any and all pending applications therefor, (iii) all statutory, common law, equitable and civil law rights (whether arising under federal, state or foreign law) related to the Intellectual Property, (iv) all of the goodwill associated with the Intellectual Property; (v) all rights to income, royalties, license and franchise fees and any other payments now or hereafter due or payable with respect to the Intellectual Property, (vi) the right to sue for, counterclaim, and all rights of recovery with respect to, all past, present and future infringements of the Intellectual Property, (vii) all rights of Assignor under all license agreements with respect to the Intellectual Property, and (viii) all other rights and privileges pertaining to or associated with the Intellectual Property throughout the world, the same to be held and enjoyed by Assignee and its successors and assigns as fully as the same would have been held and enjoyed by Assignor had this assignment not have been made.

The Assignor further agrees, without further consideration, to undertake, at the request of the Assignee, to execute and deliver such further documentation, including confirmatory Intellectual Property assignments, as reasonably requested by Assignee, its successors, assigns and nominees, to obtain from the Assignor and record title to the Intellectual Property transferred herein in each jurisdiction, if any, where Intellectual Property is registered and applications to

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register Intellectual Property are pending. All of Assignor's out-of-pocket costs, and all transfer fees associated with the foregoing, shall be borne solely by Assignee.

Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement.

This assignment shall be governed by, construed, performed and enforced in accordance with the laws of the State of California that apply to contracts made and performed entirely therein.

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IN WITNESS WHEREOF, the parties hereto have caused this General Assignment of Intellectual Property Rights to be executed by their duly authorized officers as of the date first above written.
For and on Behalf of
The Copley Press, Inc.
Name: Title:
For and on Behalf of
Hearst Torrance Holdings, LLC
Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this General Assignment of Intellectual Property Rights to be executed by their duly authorized officers as of the date first above written.

For and on Behalf of

The Copley Press, Inc.

Name:

Title:

For and on Behalf of

Hearst Torrance Holdings, LLC

Name

Title:

[Signature Page to General Assignment of Intellectual Property Rights]