

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
RD Publications, Inc.		12/06/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AW Media, LLC		
Street Address:	201 East Fifth Street		
Internal Address:	c/o New Track Media, Suite 2750, PNC Center		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1997194	AMERICAN WOODWORKER	
Registration Number:	2409658	TOOL BUYER'S GUIDE	
Registration Number:	2611000	OOPS!	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172485000		
Email:	hbalmat@choate.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2006701.0016		
NAME OF SUBMITTER:	Heather E. Balmat		

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Signature:	/Heather E. Balmat/
Date:	01/08/2007
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ASSIGNMENT OF TRADEMARKS

WHEREAS, RD Publications, Inc., a corporation organized and existing under the laws of the state of Delaware (hereinafter referred to as "Assignor"), is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto together with the goodwill related thereto (hereinafter collectively referred to as the "Marks"); and

WHEREAS, AW Media, LLC, a limited liability company organized and existing under the laws of state of Delaware (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated December 4, 2006 (the "Asset Purchase Agreement"), pursuant to the terms of which Assignor agreed to assign all right, title and interest of Assignor in and to all Business Intellectual Property (as defined in the Asset Purchase Agreement), including all trademarks, service marks, trade dress, trade names, logos and names, whether registered or unregistered and registrations and applications for registration thereof, together with all of the goodwill associated therewith; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee;

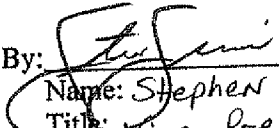
NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to the Marks, together with the business and goodwill of the business in connection with which the Marks have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument. The Assignor hereby agrees to execute any and all documents or instruments that may be necessary or proper to confirm, perfect or protect Assignee's ownership of the Marks.

This Assignment shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Asset Purchase Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, by its duly authorized corporate officer all effective this 6th day of December, 2006.

RD PUBLICATIONS, INC.

By: 
Name: Stephen W. Simon
Title: Vice President

STATE OF New York

COUNTY OF Westchester, ss

December 6, 2006

Before me, the undersigned notary public, personally appeared the above-named Stephen W. Simon, whose name is signed above, and such person acknowledged to me that he/she signed such document voluntarily, for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, or personal knowledge of the undersigned.


Notary Public

My Commission Expires:

MARGARET M. CASSIN
Notary Public, State of New York
No. 6135794
Qualified in Westchester County
Commission Expires Oct. 24, 2009

Signature page to Assignment of Trademarks.

TRADEMARK
REEL: 003456 FRAME: 0452

Schedule A

American Woodworker
Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Owner</u>
Canada	AMERICAN WOODWORKER & Design AMERICAN WOODWORKER	TMA 627,050	11/30/2004	RD Publications, Inc.
United States	AMERICAN WOODWORKER (Stylized) AMERICAN WOODWORKER	1,997,194	08/27/1996	RD Publications, Inc.
United States	TOOL BUYER'S GUIDE	2,409,658	11/28/2000	RD Publications, Inc.
United States	OOPS!	2,611,000	08/20/2002	RD Publications, Inc.

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