

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	02/07/2007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERTICALSCOPE INC.		02/07/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	PRIMEDIA Specialty Group, Inc.		
Street Address:	745 Fifth Avenue		
Internal Address:	TM Legal		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2905609	MODIFIED MAG	
Registration Number:	2892595	MODIFIED COM	
Registration Number:	2863834	MODIFIED	
Registration Number:	2861717	MODIFIED.COM	
Registration Number:	2863833	MODIFIED MAG	
CORRESPONDENCE DATA			
Fax Number:	(212)745-0131		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212.745.0636		
Email:	samantha.favitta@primedia.com		
Correspondent Name:	Jason S. Thaler		
Address Line 1:	745 Fifth Avenue		
Address Line 2:	TM Legal		

OP \$140.00 2905609

900069474

TRADEMARK  
REEL: 003481 FRAME: 0864

Address Line 4: New York, NEW YORK 10151

ATTORNEY DOCKET NUMBER:

RECORDAL VERTICASCOPE 380

NAME OF SUBMITTER:

Jason S. Thaler

Signature:

/Jason S. Thaler/

Date:

02/15/2007

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") dated this 7th day of February, 2007, is entered into by VERTICALSCOPE INC., a Canadian corporation ("Assignor") for the benefit of PRIMEDIA SPECIALTY GROUP INC., a Delaware corporation ("Assignee").

WHEREAS pursuant to an asset purchase agreement, dated as of February 7, 2007 (the "Asset Purchase Agreement"), by and among Assignor and Assignee, Assignee is purchasing and acquiring from Assignor certain assets and liabilities, all as provided in the Asset Purchase Agreement.

WHEREAS Assignor owns certain trademarks in Canada and the U.S.A., as identified in Schedule A attached hereto (collectively, the "Marks").

WHEREAS pursuant to the Asset Purchase Agreement, Assignor desires to transfer and assign all right, title and interest in and to said Marks, and all right, title and interest under said applications and registrations related thereto, from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

1. Assignor does hereby assign, transfer and convey, to Assignee, its successors, transferees and assignees, all right, title and interest, including, without limitation, common law rights, in Canada and the United States, as applicable, in and to each of the Marks and registrations related thereto, together with the goodwill of the business symbolized by the Marks and that portion of the business that is ongoing and existing to which the Marks pertain, and further including all claims for damages by reason of past, present and/or future infringement of the Marks, with the right to sue for, and collect, the same for Assignee's own use and benefit.
2. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, it will cooperate with Assignee to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of any of the Marks.
3. The Assignment shall be binding upon and ensure to the benefit of the respective successors and assigns of the Assignor and the Assignee.
4. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of the date first written above.

VERTICALSCOPE INC.

By: 

Name: Rob Laidlaw  
Title: President  
Authorized Signing Officer

PRIMEDIA SPECIALTY GROUP INC

By: 



Name: Jason Thaler  
Title: SVP  
Authorized Signing Officer

TRADEMARK



REEL: 003481 FRAME: 0866

Schedule A

CANADIAN TRADE-MARK APPLICATIONS AND REGISTRATIONS

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status
MODIFIED COM & Design 	1157288	593982	Oct. 29, 2002	Nov. 5, 2003	Registered
MODIFIED.COM	1145741	599347	Jul. 4, 2002	Jan. 14, 2004	Registered
MODIFIED MAG & Design 	1157287	609394	Oct. 29, 2002	May 5, 2004	Registered
MODIFIED MAG	1145740	608386	Jul. 4, 2002	Apr. 23, 2004	Registered
MODIFIED	1145742	594084	Jul. 4, 2002	Nov. 5, 2003	Registered

U.S. TRADE-MARK APPLICATIONS AND REGISTRATIONS

Trade-Mark	Application #	Registration #	Filing Date	Registration Date	Status
MODIFIED MAG & Design 	76/483513	2905609	Jan. 21, 2003	Nov. 30, 2004	Registered
MODIFIED COM & Design 	76/483512	2892595	Jan. 21, 2003	Oct. 12, 2004	Registered
MODIFIED	76/473834	2863834	Dec. 11, 2002	Jul. 13, 2004	Registered
MODIFIED.COM	76/473833	2861717	Dec. 11, 2002	Jul. 6, 2004	Registered
MODIFIED MAG	76/473832	2863833	Dec. 11, 2002	Jul. 13, 2004	Registered