

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

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Lifestyle Media, Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 8/10/2006

- Assignment
- Security Agreement
- Other (see attachment)
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MacFadden Performing Arts Media, LLC

Internal Address: _____

Street Address: 333 Seventh Avenue

City: New York

State: New York

Country: USA Zip: 10001

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - 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)

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

A. Trademark Application No.(s)
Remove incorrect Serial No. 78/641044 Reel/Frame:
00343/2015 and replace with next good Serial No. 78/761600
(see attachment)

B. Trademark Registration No.(s)

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: Susan Kaplan

Internal Address: Kane Kessler, P.C.

Street Address: 1350 Avneue of the Americas

City: New York

State: NY Zip: 10019

Phone Number: 212-519-5192

Fax Number: 212-245-3009

Email Address: _____

6. Total number of applications and registrations involved: 1

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

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

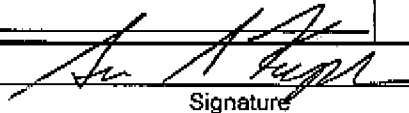
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 600908

Authorized User Name Susan Kaplan

9. Signature:



10/24/2007

Signature

Date

Susan S. Kaplan

Name of Person Signing

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

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

O:SUSAM KAPLAN COMPANY:KANE KESSLER, P.C.

10/05/2007 FRI 9:03 FAX

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

12/01/2006
 900063721

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: 12			
Property Type	Number	Word Mark	
Serial Number:	78641044	KELLYE DAVIS	
Serial Number:	78761600	CHEER BIZ NEWS	
Serial Number:	75613889	DANCE TEACHER	
Serial Number:	75627404	STAGE DIRECTIONS	
Serial Number:	74506224	AMERICAN CHEERLEADER	
Serial Number:	75262016	DANCE SPIRIT	
Serial Number:	75627400	DANCE TEACHER NOW	
Serial Number:	76052151	THEATER-PAGES.COM	
Serial Number:	75764113	POINTE	
Serial Number:	76214740	AMERICAN CHEERLEADER JUNIOR	
Serial Number:	76342157	DANCE RETAILER NEWS	
Serial Number:	76483690	EUROPEAN DANCE NEWS	

CORRESPONDENCE DATA

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O: SUSAM.KAPLAN

COMPANY: KANE KESSLER, P.C.

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12/4/06 9:51

PAGE 008/006

Fax Server

Fax Number: (212)245-3009

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

Phone: 212-541-8222

Email: skaplan@kanekessler.com

Correspondent Name: Susan S. Kaplan

Address Line 1: 1350 Avenue of the Americas

Address Line 2: Kane Kessler, P.C.

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	3789-6
NAME OF SUBMITTER:	Susan S. Kaplan
Signature:	/susan s. kaplan/
Date:	12/01/2006
Total Attachments: 5 source=LIFESTYLE MEDIA MACFADDEN INTANGILE PROPERTY ASSIGNMENT 8-10-2006#page1.tif source=LIFESTYLE MEDIA MACFADDEN INTANGILE PROPERTY ASSIGNMENT 8-10-2006#page2.tif source=LIFESTYLE MEDIA MACFADDEN INTANGILE PROPERTY ASSIGNMENT 8-10-2006#page3.tif source=LIFESTYLE MEDIA MACFADDEN INTANGILE PROPERTY ASSIGNMENT 8-10-2006#page4.tif source=LIFESTYLE MEDIA MACFADDEN INTANGILE PROPERTY ASSIGNMENT 8-10-2006#page5.tif	

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11/28/2006 15:06 FAX 212-584-9022

PAYKIN GREENSLATT L P C

007/025

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").

PARTIALS

A. The Assignor and Assignee have entered into the 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 Assignor'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 therein 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 issue 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.

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O:SUSAM KAPLAN

COMPANY:KANE KESSLER, P.C.

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11/29/2006 15 05 FAX 212 884 9022

PAVIN GREENBLATT L L K

008/025

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

MACFADDIN DANCE MAGAZINE, LLC

By: *[Signature]*
Name: James Wickner
Title: CEO

LIFESTYLE MEDIA, INC.

By: _____
Name:
Title:

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11/28/2006 15 06 FAX 212 684 8022

PATKIN GREENBLATT L & K

009/025

Received 10/11/2007 11:04am by 0230 on 11/28/06 for 0025 by 8/13

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

1. WADDEN DANCE MAGAZINE, LLC

Name: _____
Title: _____

2. LSTYLEMEDIA, INC

P. C.
Name: *PETER C. KESSLER*
Title: *Executive Vice President*

MARK 1200

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PAYKIN GREENBLATT L.L.P.

024/025

Country	Mark	Application or Serial Number	Application or Filing Date	Registration No.	Date of Issue
	American Character Junior	76215740	2/1/01	2634942	11/26/03
	Dance Register News	76242157	11/27/01	2718228	5/20/03
	European Dance News	76413690	11/7/03	2853724	9/1/04
European Community	American Character	00249109	6/1/03	00249109	5/17/05
European Community	Dance Solid	01247127	6/1/03	00247127	7/12/04
European Community	Polare	01247129	6/1/03	00247129	7/12/04

ASSIGNMENT OF INTELLECTUAL PROPERTY AND MATERIAL AGREEMENTS - PAGE 3

11/23/2006 15 07 FAX 212 804 9022

PATKIN GREENGLATT L L P C

022/025

EXHIBIT C

TRADEMARKS AND SERVICE MARKS - Maccholden Dance Magazine LLC

Country	Mark	Application or Serial Number	Application or Filing Date	Registration No.	Date of Issue
U.S.	The World at Your Feet	78710089	09/02		
	Dance Magazine	74484140	02/01		
	The Industry Bible	76584123	02/01		
	Young Dancer	76511041	01/01	2932466	3/1/01
	The Young Dancer	75219301	12/09/01	2152536	4/1/04
	Dance Magazine	74723989	01/03	2072369	12/1/06
	Dance	71656328	11/7/03	0597102	10/19/04 Reissued 01/09/05
Canada	Dance Magazine	840279	02/07	TM64501357	10/30/98
	The Young Dancer	843902	01/07	TM64503338	10/29/98
	Dance	845141	01/07	TM64503377	10/20/98

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

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PAYKIN GREENBLATT L & K

023/025

Country	Mark	Application of Serial Number	Application or Filing Date	Registration No.	Date of Issue
U.S.	Kellre-Dandi <i>mark</i>	71641044	6/9/06		
	Chem-Bin-Ness	71761800	11/28/03		
	Dance Teacher	75613889	12/20/06	2401073	10/31/08
	Shine Doodles	75527404	7/2/05	229792	6/1/09
	American Classifier	71505224	2/2/04	3016049	11/12/06
U.S.	Dance Solid	73252015	03/05/02	2138932	02/21/08
	Dance Teacher Now	71527500	10/29/01	2257823	12/07/02
	Theater-Flora.com	76923131	5/1/03	2494150	10/02/01
	Eciale	75764113	7/2/03	2511141	2/19/02

ASSIGNMENT OF INTELLECTUAL PROPERTY AND MATERIAL AGREEMENTS - PAGE 2

O:SUSAN KAPLAN COMPANY:KANE KESSLER, P.C.

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O:SUSAN KAPLAN COMPANY:KANE KESSLER, P.C.

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
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12/01/2006
900063721

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF COMMENCE:		Intangible Property Assignment	
CONVEYING PARTY DATA			
Name	Entity	Effective Date	Entity Type
LIFESTYLE MEDIA, INC.		07/26/06	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MACFADDEN PERFORMING ARTS MEDIA, LLC		
Also Known As:	MCA Macfadden Dance Institute, 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: 12			
Property Type	Number	Word mark	
Serial Number:	78811044	KELLYE DAVIS	
Serial Number:	78763506	CHEER BZ NEWS	
Serial Number:	78812828	DANCE TEACHER	
Serial Number:	78827404	STAGE DIRECTIONS	
Serial Number:	74302224	AMERICAN CHEERLEADER	
Serial Number:	70382015	DANCE SPIRIT	
Serial Number:	78827400	DANCE TEACHER NOW	
Serial Number:	7882161	THEATER-PAGES.COM	
Serial Number:	78784128	PONTE	
Serial Number:	73214740	AMERICAN CHEERLEADER JUNIOR	
Serial Number:	70912157	DANCE RETAILER NEWS	
Serial Number:	78483680	EUROPEAN DANCE NEWS	
CORRESPONDENCE DATA			

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PAGE 005/006

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Fax Number: 212246-8028	
Correspondence may be sent via US Mail when the facsimile is unacceptable.	
Phone: 212-511-8222	
Email: skaplan@kanekeessler.com	
Correspondent Name: Susan S. Kaplan	
Address Line 1: 1280 Avenue of the Americas	
Address Line 2: Kane Kessler, P.C.	
Address Line 3: New York, NEW YORK 10019	
ATTORNEY DOCKET NUMBER:	8786-5
NAME OF SUBMITTER:	Susan S. Kaplan
Signature:	Susan S. Kaplan
Date:	12/01/2006
Total Attachments: 5	
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FINANCIAL PROPERTY ASSIGNMENT AGREEMENT

THE FINANCIAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made effective as of August 18, 2006 (the "Effective Date") by and between Liberty Media, Inc., a Delaware corporation ("Assignor") and Washington Street Magazine, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. The Assignor and Assignee have entered into the master Confidentiality Agreement dated August 18, 2006 (the "Confidentiality Agreement"), pursuant to which the Assignor has agreed to contribute to Assignee and Assignee has agreed to accept the Liberty Financial Assets and the Assignor has agreed to assign and Assignee has agreed to assume the Liberty Financial Assets.

B. Assignor is the owner of Liberty Property.

C. Assignor wishes to assign the certain rights, title and interest in and to its Liberty 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 Assignor's agreement to enter into the Agreement and to grant Assignee an equity interest in Assignor and for other good and valuable consideration, the receipt and sufficiency of which has been acknowledged, Assignor hereby agrees to assign the rights in and to its Liberty Property as follows:

- Assignor does hereby irrevocably and in perpetuity transfer and assign to Assignee all rights, title, and interests in and to its Liberty Property, including all heretofore property rights therein and any claims or equitable claims.
- Nothing in this Assignment shall release Assignor from any liability or obligation of Assignor or Assignee arising under the Agreement.
- Assignor and Assignee each hereby agrees to execute and deliver any and all additional documents that each may reasonably request in order to more fully effect the assignment set forth in this Assignment.
- This Assignment shall be binding upon and given to the benefit of the parties hereto and their respective successors and assigns.
- This Assignment shall be governed by, and construed in accordance with, the provisions of Sections 8.11 and 8.12 of the Agreement.
- This Assignment may be amended in compliance with any laws that may be enacted, amended and all of which, when taken together, shall constitute the Agreement.

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O:SUSAN KAPLAN COMPANY:KANE KESSLER, P.C.

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

WACHSBERG DANCE MAGAZINE, LLC

[Signature]

LIFESTYLE MEDIA, INC.

[Signature]

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O:SUSAN KAPLAN COMPANY:KANE KESSLER, P.C.

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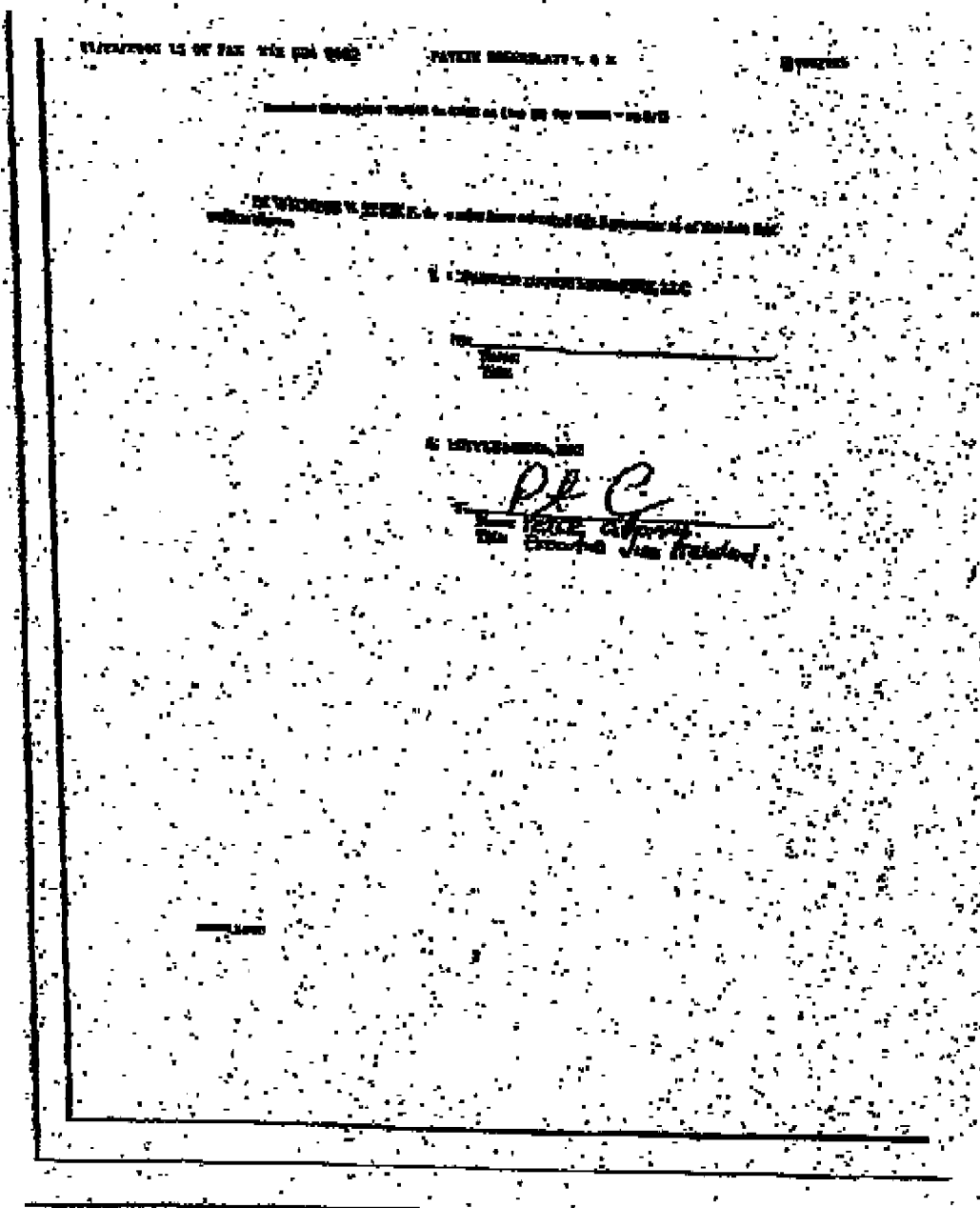
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O:SUSAN KAPLAN COMPANY:KANE KESSLER, P.C.

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015/017

10/20/2007 10:07:48 AM FAX FROM KANE KESSLER, P.C. TO SUSAN KAPLAN

Serial	Name	Application Serial Number	Application or Event Date	Registration No.	Date of Issue
	American Chamber of Commerce	2816140	2/15/01	2816141	1/28/02
	Deutscher Handel	2820162	3/21/01	2816142	3/28/02
	Buckhorn Crown Mark	2820163	1/11/01	2816143	3/15/02
Reissue Application	American Chamber of Commerce	2820164	3/21/01	2816144	3/15/02
Successor Application	Deutscher Handel	2820165	3/21/01	2816145	3/15/02
Reissue Application	Deutscher Handel	2820166	3/21/01	2816146	3/15/02

AGENCY OF PUBLIC REAL PROPERTY
AND MATTER MANAGEMENT - 10/20/07

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