

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
F+W Media, Inc.		12/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	World Publications, LLP
Street Address:	Bonnier Corp, 460 N. Orlando Ave.
Internal Address:	Suite 200, Attn Mia Sykes
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32789
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3180903	NEW DIVER
Registration Number:	3008073	SCUBA DIVING
Registration Number:	2643583	SCUBA LAB
Registration Number:	2458750	SCUBADIVING.COM
Registration Number:	2970730	THE MAGAZINE DIVERS TRUST
Registration Number:	1759846	RODALE'S SCUBA DIVING

CORRESPONDENCE DATA

Fax Number: (407)571-4719
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 407-571-4963
 Email: mia.sykes@bonniercorp.com
 Correspondent Name: Jeremy M. Thompson
 Address Line 1: Bonnier Corp, 460 N. Orlando Ave.
 Address Line 2: Suite 200, Attn Mia Sykes
 Address Line 4: Winter Park, FLORIDA 32789

TRADEMARK

900126453

REEL: 003931 FRAME: 0307

CH \$165.00 3180903

NAME OF SUBMITTER:	Jeremy M. Thompson
Signature:	/Jeremy M. Thompson/
Date:	02/06/2009
Total Attachments: 4 source=Scuba TM Assignment_001#page1.tif source=Scuba TM Assignment_001#page2.tif source=Scuba TM Assignment_001#page3.tif source=Scuba TM Assignment_001#page4.tif	

TRADEMARKS ASSIGNMENT

This TRADEMARKS ASSIGNMENT is made, executed and delivered as of December 18, 2008, by F+W Media, Inc., a Delaware corporation ("Assignor"), for the benefit of World Publications, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings provided in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of December 15, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under (i) the Trademarks, service marks, and applications and registrations therefor, each of the foregoing together with all goodwill associated therewith and in each case listed on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under, the Trademarks, together with the goodwill of the Business associated therewith or which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademarks Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

The covenants, agreements, representations and warranties provided in the Asset Purchase Agreement with respect to the Trademarks are hereby incorporated herein by this reference and shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors and permitted assigns, subject to the limitations, terms and conditions of the Asset Purchase Agreement.

To the extent the Trademarks include any United States trademark application that is based on an intent-to-use, Assignor hereby acknowledges that this Assignment is to a successor to that portion of Assignor's business to which the Trademarks pertain, in accordance with 15 U.S.C. § 1060(a)(1).

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Trademarks are registered to record Assignee as the owner of the Trademarks and issue any trademarks which may be granted on any applications included in the Trademarks to Assignee as assignee of the entire right, title and interest therein and thereto.

Assignor agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits and other papers and to take such further actions as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Trademarks.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademarks Assignment shall be governed by and construed in accordance

with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

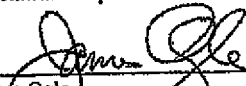
In the event of any conflict or other inconsistency between this Trademarks Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

This Trademarks Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademarks Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

F+W Media, Inc.
a Delaware corporation

By: 
James Ogle
Chief Financial Officer and Secretary

STATE OF


COUNTY OF

On this 18th day of December, 2008, before me personally came James Ogle, Chief Financial Officer and Secretary of F+W Media, Inc., to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.


Notary Public

ACCEPTED:

World Publications, LLC
a Delaware limited liability company

By: 
Dan Altman
Chief Operating Officer / Manager



LISA R. FRENCH
Notary Public, State of Ohio
My Commission Expires Oct. 19, 2011

SCHEDULE A

TRADEMARK	COUNTRY	SERIAL NO.	REG. NO.	STATUS	PENDING DATE	REG. DATE	OWNER	GOODS/CLASS
NEW DIVER	UNITED STATES	78/802,700	3,180,903	REGISTERED	1/30/2006	12/5/2006	F + W Media, Inc.	Providing information in the field of underwater sporting activities via the internet - Class 41
SCUBA DIVING	UNITED STATES	78/440,239	3,008,073	REGISTERED	6/23/2004	10/18/2005	F + W Media, Inc.	Magazines published periodically in the field of scuba diving - Class 16
SCUBA LAB	UNITED STATES	75/915,993	2,643,583	REGISTERED	2/11/2000	10/29/2002	F + W Media, Inc..	Publications, namely, magazines, books, newsletters, sections and columns in the field of outdoor recreational events, activities and products - Class 16; Providing on-line magazines, books, newsletters, sections and columns in the field of outdoor recreational events, activities and products via global computer network - Class 41
SCUBADIVING.COM	UNITED STATES	75/671,444	2,458,750	REGISTERED	3/29/1999	6/5/2001	F + W Media, Inc.	Publication of magazines via the worldwide web containing on-line magazines, columns and articles in the field of health, fitness, diet, exercise and lifestyle - Class 41; Information services in the field of health, fitness, diet, exercise and lifestyle - Class 42
SKIN DIVER	CHINA	200330656	1508674	REGISTERED	9/20/1999	1/21/2001	Primedia Specialty Group Inc.	Periodical goods - Class 16
THE MAGAZINE DIVERS TRUST	UNITED STATES	78/440,248	2,970,730	REGISTERED	6/23/2004	7/19/2005	F + W Media, Inc.	Magazines published periodically in the field of scuba diving - Class 16

TRADEMARK	COUNTRY	SERIAL NO.	REG. NO.	STATUS	PENDING DATE	REG. DATE	OWNER	GOODS/CLASS
RODALE'S SCUBA DIVING	CANADA	835456	TMA549321	REGISTERED	2/4/1997	8/6/2001	Rodale Inc. Licensed to: F + W Publications, Inc.; <i>Instructed associate of chain of title to F + W Media, Inc.</i>	Magazine published periodically in the field of scuba diving
RODALE'S SCUBA DIVING	GERMANY	R 53779 16WZ	2039666	REGISTERED	4/15/1993	7/1/1993	F & W Publications, Inc. <i>Instructed associate of chain of title to F + W Media, Inc.</i>	Printed matter - Class 16; Communications services, namely, reporting on sports events and sports equipment - Class 38
RODALE'S SCUBA DIVING	UNITED KINGDOM	1580120	1580120	REGISTERED	7/29/1994	1/12/1996	F & W Publications, Inc. <i>Instructed associate of chain of title to F + W Media, Inc.</i>	Printed matter, books, periodicals and magazines; bookbinding material; photographs; instructional and training material; all relating to scuba diving; all included in Class 16
RODALE'S SCUBA DIVING	UNITED STATES	74/289,949	1,759,846	REGISTERED	6/30/1992	3/23/1993	F + W Media, Inc.	Magazine published periodically in the field of scuba diving - Class 16
RODALE'S SCUBA DIVING	WIPO	---	606043	REGISTERED	---	7/15/1993	F & W Publications, Inc. (Some countries are in the name of Meissner et al as Trustee and cannot be assigned to a US owner) <i>Instructed associate of chain of title to F + W Media, Inc.</i>	Printed matter - Class 16; Communications services, namely, reporting on sports events and sports equipment - Class 38

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