

11-07-2002



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SHEET

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

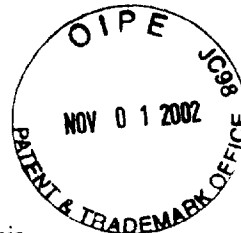
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
PRIMEDIA Specialty Group Inc.
11-1-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-New York
 Other _____

2. Name and address of receiving party(ies):
Rodale Inc.
33 East Minor Street
Emmaus, Pennsylvania 18098-0099

Individual Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-Pennsylvania
 Other _____



Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

General Partnership
 Limited Partnership
 Corporation-Pennsylvania
 Other _____

Additional name(s) & address(es) attached? Yes No

Execution Date: **October 22, 2002**

Appointment of Domestic Representative attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

Additional number(s) attached? Yes No

B. Trademark Registration No.(s)
2,377,073

5. Name and address of party to whom correspondence concerning document should be mailed:
SUGHRUE MION, PLLC
2100 Pennsylvania Avenue, N.W.
Suite 800
Washington, D.C. 20037-3213

Attention: **Kevin G. Smith**

6. Total number of applications and registrations involved:
1

7. Total fee (37 CFR 3.41): **\$40.00**
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to deposit account

8. Deposit account number:
19-4880
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kevin G. Smith

Kevin G. Smith

10/31/02

Date

Total number of pages including cover sheet, attachments, and documents: 3
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks
Box Assignments
Washington, D.C. 20231

11/06/2002 6TON11 00000167 2377073

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TRADEMARK ASSIGNMENT

WHEREAS, PRIMEDIA Specialty Group Inc., a New York corporation, with its principal place of business located at 745 Fifth Avenue, New York, New York 10151 (“Assignor”) is the record owner of the trademark “Skin Diver” registered at Registration No. 2377073 (the “Mark”) by virtue of the recordal of (i) a name change from eMap USA Inc. to PRIMEDIA Specialty Group Inc (recorded on June 29, 2002 at Reel/Frame 2440/0001 of the Assignment Branch of the U.S.P.T.O.) and (ii) an assignment from Petersen Publishing Company, L.L.C. to eMap USA Inc. (recorded on September 12, 2000 at Reel/Frame 2139/0402 of the Assignment Branch of the U.S.P.T.O.); and

WHEREAS, Rodale Inc., a Pennsylvania corporation, having its principal place of business located at 33 East Minor Street, Emmaus, Pennsylvania 18098-0099 (“Assignee”) desires to acquire the entire right, title and interest in and to the Mark, together with the goodwill associated therewith; and

WHEREAS, Assignor and Assignee have entered into a letter agreement dated October 22, 2002 (the “Agreement”) in order to effect such acquisition of the Mark, upon the terms and subject to the conditions set forth therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor’s right, title and interest, whether statutory, registered or at common law, in and to the Mark and any renewals or extensions thereof and the goodwill associated with such Mark, together with any and all registrations and pending applications therefor, any and all files and records relating thereto, and the right to recover from and after the date hereof for past infringements of the Mark.

Capitalized terms used herein shall have the meanings assigned to them in the Agreement unless otherwise defined herein.

In the event of any conflict or inconsistency between the terms, provisions and conditions of this Trademark Assignment and the Agreement, the terms, provisions and conditions of the Agreement shall govern.

Assignor agrees to execute any further documents and to do such other acts (without any expenditure of monies) as may be necessary and proper to vest all right, title and interest in and to the Mark in Assignee.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of New York (without regard to any principles of conflicts of laws for such state).

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed in a manner appropriate thereto as of the 22nd day of October, 2002.

PRIMEDIA SPECIALTY GROUP INC.

BY: 

Name: Beverly C. Chell

Title: Vice Chairman