

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fitness Publishing, Inc.		02/22/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rodale Inc.		
<b>Street Address:</b>	33 East Minor Street		
<b>City:</b>	Emmaus		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18098-0099		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76644998	SHOEGUY	
<b>Registration Number:</b>	2323902	RUNNING TIMES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-293-7060		
<b>Email:</b>	ksmith@sughrue.com, vmullineaux@sughrue.com		
<b>Correspondent Name:</b>	Kevin G. Smith		
<b>Address Line 1:</b>	2100 Pennsylvania Avenue, N.W.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	800649/ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Kevin G. Smith		
<b>Signature:</b>	/Kevin G. Smith/		

CH \$65.00 76644998

Date:

03/27/2007

**Total Attachments: 3**

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EXECUTION COPY

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

Fitness Publishing, Inc., a Delaware corporation ("Assignor"), for good and valuable consideration, receipt of which is hereby acknowledged, by these presents does hereby irrevocably assign, transfer and convey, free from all restrictions and limitations, unto Rodale Inc., a Pennsylvania corporation ("Assignee"), its successors and assigns, the entire right, title and interest in and to all of Assignor's trademarks and service marks that relate to the business of publishing Running Times Magazine, together with the goodwill attendant thereto and/or symbolized by such trademarks and service marks, including but not limited to all of the trademarks and service marks registered, or the subject of an application for registration, in the United States Patent and Trademark Office, as listed on Schedule A annexed hereto, together with any and all renewals and extensions thereof, along with any and all claims for past infringement, and the right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation whether prior to or subsequent to the date hereof, of any of such trademarks and service marks, or of any proprietary or other rights in any or all such trademarks and service marks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Notwithstanding the foregoing, Assignor is not hereby assigning, transferring or conveying unto Assignee any of its right, title or interest in or to the name Fitness Publishing or any derivation thereof.

[SIGNATURE ON FOLLOWING PAGE]



Schedule A

List of Assigned Trademarks and Service Marks

<b>Title</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration Number</b>
<b>RUNNING TIMES</b>	<b>1/26/99</b>	<b>2/29/00</b>	<b>2,323,902</b>

Application for Trademark "SHOEGUY" – Serial No. 76644998