

04-02-2003

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To the Honorable Commissioner of Patents:

102406602

... documents or copy thereof.

1. Name of conveying party

McMullen Argus Publishing, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State of California
- Other _____

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

2. Name and address of receiving party(ies)

Name: Ashton, International Media, Inc.

Internal Address: _____

Street Address 44 Front Street, Suite 280

City: Worcester State: MA ZIP: 01608

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

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)

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

3. Nature of conveyance

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: September 30, 2002

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark No.(s) 1,675,552; 2,100,469

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond I. Bruttomesso, Jr.

Internal Address: _____

Bowditch & Dewey, LLP

04/01/2003 TDIAZ1 00000042 1675552

01 FC:852 40.00 OP

02 FC:852 25.00 OP

Street Address: 161 Worcester Road

P.O. Box 9320

City: Framingham State: MA ZIP: 01701-9320

6. Total number of applications and registrations involved: 02

7. Total Fee (37 C.F.R. 3.41)..... \$65

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number: 50-1935

(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.

Raymond I. Bruttomesso, Jr.

Name of Person Signing

Signature

March 25, 2003

Date

Total number of pages including cover sheet, attachments, and document: 3

FINANCE SECTION
MAR 25 2003

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, effective as of September 30, 2002, between MCMULLEN ARGUS PUBLISHING, INC., a California corporation ("Assignor"), and ASHTON INTERNATIONAL MEDIA, INC., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor, has adopted, used, is using and is the record owner of trademarks, service marks and trade names listed on Schedule A attached hereto (collectively, the "Marks") and is the record owner of the registrations and pending applications, if any, listed on Schedule A:

WHEREAS, Assignee desires to acquire any and all rights that Assignor may have in and to the Marks and the registrations and applications thereof together with the goodwill relating to the Publication in connection with which Marks are used; and

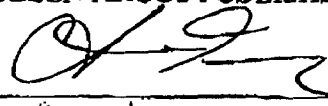
WHEREAS, PRIMEDIA Enthusiast Publications Inc. and Assignee have executed an Asset Purchase Agreement on September 30, 2002 (the "Agreement"), pursuant to which Assignee is acquiring the Assets primarily related to the ownership and operation of the Publication from PRIMEDIA Enthusiast Publications Inc.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, its entire right, title and interest, whether statutory or at common law, in and to these Marks throughout the world, together with the goodwill relating to Publication symbolized by them, and all registrations and pending applications therefore in the United States, including but not limited to all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

All defined terms used herein shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment effective as of the date first written above.

Dated: Nov. 6, 2002

MCMULLEN ARGUS PUBLISHING, INC.
By: 
Name: Christopher Fraser
Title: Sr. Vice President