

Schedule 1.1(vi)

U.S. TRADEMARKS

<u>Mark</u>	<u>App. #</u>	<u>App. Date</u>	<u>Reg. #</u>	<u>Reg. Date</u>
BLUE BOOK DOLLS & VALUES	73/419201	3/28/83	1331985	4/23/85
DOLL READER	73/419211	3/28/83	1306958	11/27/84
DOLL READER	74/541708	8/24/98	2325585	3/7/00
DOLL READER (STYLIZED)	74/491580	2/17/94	1883528	3/14/95
DOLLS OF THE YEAR	73/551105	7/31/85	1415437	10/28/86
DOLLS OF THE YEAR	74/408428	6/29/93	1827811	3/22/94
DOTY	76/054043	5/23/00	2512061	11/27/01
DOTY DOLL READER DOLLS OF THE YEAR AND DESIGN	75/281292	4/25/97	2429040	2/20/01
TEDDY BEAR AND FRIENDS (STYLIZED)	74/411935	7/12/93	1875933	1/24/95
THE TEDDY BEAR AND FRIENDS	73/422409	4/20/83	1314524	1/15/85
THE ULTIMATE AUTHORITY	74/287308	6/19/92	1761318	3/30/93
THE ULTIMATE AUTHORITY	75/541714	8/24/98	2334719	3/28/00
THE ULTIMATE DOLL AUTHORITY	76/132026	9/18/00		
TOBY	75/281540	4/25/97	2152456	4/21/98
TOBY AND DESIGN	74/329724	11/9/92	1798117	10/12/93
TOBY TEDDY BEAR AND FRIENDS AND DESIGN	75/281539	4/25/97	2252426	6/15/99
VOLLEYBALL AND DESIGN	74/672115	5/10/95	2100469	9/23/97
VOLLEYBALL (STYLIZED)	74/022407	1/25/90	1675552	2/11/92

Execution Copy

ASSIGNMENT OF TRADEMARKS

WHEREAS, Ashton International Media, Inc., a Massachusetts corporation ("Ashton") is indebted to Primedia Enthusiast Publications, Inc, a Pennsylvania corporation (the "Lender"), which holds a security interest in certain publications and related assets, including all right, title and interest in and to the trademarks and trademark applications identified in Schedule 1.1(vi) attached hereto, together with the goodwill related thereto (collectively, the "Marks"), pursuant to a Secured Promissory Note dated July 31, 2002 and a Secured Promissory Note dated September 30, 2002 (collectively, the "Secured Ashton Notes");

WHEREAS, on December 18, 2002, the Lender commenced a civil action in the United States District Court for the Southern District of New York (the "Court") alleging claims, among others, arising under and relating to the Secured Ashton Notes (as amended and together with all counterclaims, the "Action");

WHEREAS, Ashton defaulted on its obligations to the Lender under the Secured Ashton Notes, and the Lender delivered to Ashton four notices of default and acceleration of indebtedness, one notice on each of February 3, 2003 and May 12, 2003, and two notices on August 5, 2003;

WHEREAS, on October 14, 2003, the Lender and Ashton executed a Stipulation and Order of Settlement in which Ashton consented to entry of a judgment against it in the Action and acknowledged and agreed, *inter alia*, that (i) the Lender is the holder in due course of the Secured Ashton Notes, (ii) the Lender holds a perfected security interest in the Collateral, and (iii) the Lender is entitled to collect and enforce its security interests in accordance with applicable law;

WHEREAS, the Lender has sold the Marks to Madavor Media, LLC, a Delaware limited liability company (the "Buyer") by private sale pursuant to N.Y. U.C.C. § 9-610 and the Lender and Buyer desire to evidence the assignment to Buyer of the entire right, title, and interest in and to the Marks, as well as the business and goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, the Buyer is a successor in interest to the assets related to the business related to the Marks and the goods and/or services provided under the Marks pursuant to the Asset Purchase Agreement dated as of April 2, 2004 between the Lender and the Buyer;

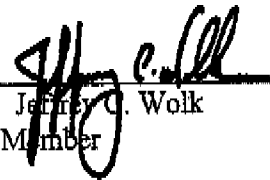
NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lender, pursuant to N.Y. U.C.C. sec. 9-610, hereby sells, assigns, transfers, and sets over to the Buyer, its successors, legal representatives, and assigns, the entire right, title, and interest in and to said Marks, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, that may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by its duly authorized corporate officer all effective this 13th day of April, 2004.

LENDER: PRIMEDIA ENTHUSIAST PUBLICATIONS, INC.

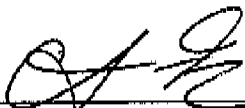
By: _____
Name: Christopher A. Fraser
Title: Senior Vice President — Law

BUYER: MADAVOR MEDIA, LLC
By its sole Member, Zilpin Group, LLC

By:  _____
Name: Jeffrey G. Wolk
Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, by its duly authorized corporate officer all effective this 13th day of April, 2004.

LENDER: PRIMEDIA ENTHUSIAST PUBLICATIONS, INC.

By: 
Name: Christopher A. Fraser
Title: Senior Vice President — Law

BUYER: MADAVOR MEDIA, LLC
By its sole Member, Zilpin Group, LLC

By: _____
Name: Jeffrey C. Wolk
Title: Member