| FORM PTO-1595 (Rev. 6-93) | REC 04-06 | -1998 | IEET | U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office | |
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| (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) | | | | SI-40 | |
| To the Honorable Commission | er of Patr | | ed original do | cuments or copy thereof. | |
| 1. Name of conveying party(ies): | | 4109 | address of rec | eiving party(ies) | |
| Time, Inc. | mf1 4-6-93 | Name: H | eidelberger Di | ruckmaschinen AG | |
| | 9-6-10 | | | | |
| | | | 11635. | | |
| Additional name(s) of conveying party(ie | s) attached? 🛛 Yes 🛛 No | | | | |
| 3. Nature of convevance: | | | ······ | | |
| | 4 | Street Addr | ess: <u>Kurfü</u> | rsten-Anlage 52-60 | |
| Security Agreement | Merger Change of Name | 00445 11-5 | | | |
| □ Other | | | lelberg, GERN | State: ZIP: | |
| Execution Date(s): <u>November 25, 19</u> | 9/ | | | | |
| | | Additional nam | e(s) & address(es | s) attached? 🛛 Yes 🖾 No | |
| Application number(s) or patent n If this document is being filed together | | ecution date(s) of the a | application is/are | a: (*) | |
| | | | | | |
| and the attorney docket number is: | | 1 | 80 | | |
| A. Patent Application No.(s) 08/717,509 | | B. Patent | No.(s) | F | |
| | Additional numbers at | tached? 🛛 Yes 🖾 No |) | | |
| 5. Name and address of party to wh concerning document should be | 6. Total number of applications and patents involved: | | | | |
| Name: <u>Fish & Neave</u> | | 7. Total fee (37 | CFR 3.41) | \$ 40.00 | |
| Internal Address:Jeffrey H. | Ingerman | Enclosed | J Authorized to | be charged to deposit account | |
| | | Charge excess | /credit overpayn | nent to deposit account | |
| | | | | antia, pranta antia antiana antiana | |
| Street Address:1251 Aver | ue of the Americas | 8. Deposit acco | ount number: | | |
| | | 06-1075 (Attach duplica | te copy of this par | ge if paying by deposit account) | |
| City: New York | State: NY ZIP: 10020 | , | | | |
| | | | | | |
| 9. Statement and signature. To the best of my knowledge a | | rmation is true and | correct and ar | hy attached copy is a true | |
| copy of the original document. | in 1- | 0 | 124 | da la | |
| Jeffrey H. Ingerman Name of Person Signing | Sig | nature | | 7 <u>3/38</u> Date | |
| Reg. No. 31,069 To | tal number of pages including o | over sheet, attachmer | its, and docume | ent: 3 | |
| Ma | il documents to be recorded with Commissioner of Patents & " Washingtor | | | | |

| | | ASSIE: | |
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| | | | |

EXHIBIT D

ASSIGNMENT

THIS ASSIGNMENT, by Time Inc. (hereinafter referred to as "the Assignor"), with a principal place of business at Time & Life Building, Rockefeller Center, New York, New York 10020-1393, US witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in METHOD FOR PRODUCING BOUND VOLUMES set forth in an application for Letters Patent of the United States, bearing application number US SN 08/717,509, filed on September 20, 1996; and

WHEREAS, HEIDELBERGER DRUCKMASCHINEN AG, a corporation duly organized and existing pursuant to the laws of Germany, having its principle place of business at Kurfuersten-Anlage 52-60, 69115 Heidelberg, Germany (hereinafter referred to as to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention and said application for Letters Patent of the United States and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor by these presents does hereby sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, application for Letters Patent and any Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, and reissues and extensions of said Letters Patent or Patents, and all rights under the international convention for the protection of industrial property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions and applications for Letters Patent above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

PATENT REEL: 9058 FRAME: 0745

AND for the same consideration the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said application for Letters Patent or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable and reasonably necessary to secure the rights of the Assignee, or that any division, continuation, or continuation-in-part of any application for Letters Patent to be obtained thereon, is lawful and desirable and reasonably necessary to secure the rights of the Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns, but at

AND, the Assignor hereby requests the commissioner of Patents to issue said Letters Patent of the United States to the Assignee as the Assignee of said inventions and Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

TIME INC. ASSIGNOR

Date / 125, 1997

Date 11/25/97

11/25/97

Name: VP-Produc Title: nun Name: ZOMUND W

Witnessed by: Name: