

12-21-1998

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100924828

Express Mail Label No.: EL168015244 US
Date of Deposit: December 14, 1998

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

12-14-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
12-01-98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12-01-98

Name REIMAN PUBLICATIONS, L.P.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware Limited Partnership

Receiving Party

Mark if additional names of receiving parties attached

Name REIMAN HOLDING COMPANY, LLC

DBA/AKATA _____

Composed of _____

Address (line 1) 5400 South 60th Street

Address (line 2) _____

Address (line 3) Greendale

Wisconsin

Zip Code _____

- Individual General Partnership Limited Partnership

- Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/16/1998 VIRDMN 00000049 75173381

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
750.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, TRADEMARK 20231

REEL: 1827 FRAME: 0409

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

WILLIAM E. DEVITT

William E. Devitt

12/14/98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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| 1,933,185 | 1,198,664 | 2,078,059 |
| 2,017,018 | 1,712,877 | 2,153,362 |
| 1,747,772 | 2,099,361 | 1,938,857 |
| 1,847,423 | 1,926,603 | 2,002,133 |
| 2,113,908 | 2,166,005 | 2,203,245 |
| 1,577,791 | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Schedule of Trademarks

United States Registered Trademarks

| Trademark | Registration No. | Issue Date |
|---|------------------|------------|
| BARNS CALENDAR | 2.086.668 | 08/05/97 |
| BIRDS & BLOOMS | 1.964.726 | 03/26/96 |
| BIRDS & BLOOMS | 2.103.247 | 10/07/97 |
| CLUCKENDAR | 2.186.757 | 09/01/98 |
| COUNTRY CHURCHES | 2.090.269 | 08/19/97 |
| COUNTRY MILER | 2.092.243 | 08/26/97 |
| COUNTRY TRAVELER NEWSLETTER | 1.747.069 | 01/19/93 |
| COWLENDAR | 1.798.663 | 10/12/93 |
| CRAFTING TRADITIONS | 2.105.457 | 10/14/97 |
| CRATE O'RECIPES | 1.933.185 | 11/07/95 |
| FARM & RANCH LIVING | 1.198.664 | 06/22/82 |
| GOOD NEWS INDEED | 2.078.059 | 07/08/97 |
| LITTLE FARMERS | 2.017.018 | 11/19/96 |
| MAXI-MIX | 1.712.877 | 09/08/92 |
| ____ PIG CALENDAR YOU NEVER SAUSAGE A CALENDAR | 2.153.362 | 04/28/98 |
| REMINISCE | 1.747.772 | 01/19/93 |
| REMINISCE | 2.099.361 | 09/23/97 |
| REMINISCE BOOKS | 1.938.857 | 11/28/95 |
| TASTE OF HOME | 1.847.423 | 07/26/94 |
| TASTE OF HOME | 1,926.603 | 10/10/95 |
| TASTE OF HOME | 2.002.133 | 09/24/96 |

| Trademark | Registration No. | Issue Date |
|--------------------------|-------------------------|-------------------|
| TASTE OF HOME | 2,113,908 | 11/18/97 |
| TASTE OF HOME and Design | 2,166,005 | 06/16/98 |
| THE MAGNIFICENT HORSE | 2,203,245 | 11/10/98 |
| TOMATO BOOSTER | 1,577,791 | 01/16/90 |

United States Pending Trademark Applications

| Trademark | Application No. | Issue Date |
|--------------------------|------------------------|-------------------|
| BIRDS & BLOOMS | 75/173,381 | 09/27/96 |
| COUNTRY WOMAN | 75/493,269 | 05/29/98 |
| _____ COWLENDAR | 75/135,574 | 07/17/96 |
| FLYING FLOWERS | 75/379,813 | 10/27/97 |
| TASTE OF HOME | 75/437,620 | 02/20/98 |
| WORLD WIDE COUNTRY TOURS | 75/299,827 | 05/28/97 |

Unregistered Trademarks

| Mark | Goods |
|------------------------------|--------------|
| THE BEST OF COUNTRY COOKING | cook books |
| COUNTRY | magazine |
| COUNTRY | calendars |
| COUNTRY EXTRA | magazine |
| COUNTRY STORE | gift catalog |
| FARM & RANCH LIVING OLD IRON | calendars |
| QUICK COOKING | magazine |
| REMINISCE EXTRA | magazine |
| A TASTE OF THE COUNTRY | cook books |

TRADEMARK ASSIGNMENT

This Assignment of Trademarks is made by Reiman Publications, L.P., a Delaware limited partnership, with a principal place of business at 5400 South 60th Street, Greendale, Wisconsin 53129 (hereinafter the "Assignor") to Reiman Holding Company, LLC, a Delaware limited liability company, (hereinafter "Holding") with a principal place of business at 5400 South 60th Street, Greendale, Wisconsin.

RECITALS

WHEREAS, the Assignor, Reiman Publications Corporation, a Delaware corporation, World Wide Country Tours, LLC, a Wisconsin limited liability company, Reiman Advertising and Promotion, LLC, a Wisconsin limited liability company, and Homemaker Schools, LLC, a Wisconsin limited liability company (collectively, the "Sellers") have agreed to sell to Holding and its subsidiaries an ownership interest in the Sellers' right, title and interest in the assets of the Sellers to be acquired by Holding and its subsidiaries (the "Acquired Assets"), including trademarks and trademark registrations and applications for registration therefor and unregistered trademarks (hereinafter "Trademarks"), identified in the Purchase and Sale Agreement, dated as of October 12, 1998, by and among Holding and the Sellers (as amended, modified and waived, the "Purchase and Sale Agreement");

WHEREAS, the Assignor and Roy J. Reiman, Roberta M. Reiman, Norbert F. Whittle, the Scott J. Reiman 1991 Trust, the Jeffrey R. Anderson Living Trust, John T. LeBrun, Henry R. de Fiebre, Paul T. Schneider and Thomas A. Arnold (each of the foregoing other than the Assignor, collectively, the "Rollover Participants") are parties to a Distribution Agreement, dated the date hereof (the "Distribution Agreement"), pursuant to which, prior to the Closing (as defined in the Purchase and Sale Agreement), the Assignor distributed to the Rollover Participants (the "Distribution") that portion of Assignor's right, title and interest in the Acquired Assets, including the Trademarks, that was not transferred to Holding and its subsidiaries pursuant to the Purchase and Sale Agreement (the portion of the right, title and interest in the Acquired Assets distributed to the Rollover Participants, the "Rollover Assets");

WHEREAS, pursuant to that certain Purchase and Contribution Agreement, dated as of the date hereof (the "Purchase and Contribution Agreement"), each of the Rollover Participants contributed his, her or its entire right, title and interest in the Rollover Assets, including the Trademarks, to Holding in exchange for equity interests in Holding in accordance with the terms and conditions therein;

WHEREAS, after the Closing (including the execution and delivery of the Distribution Agreement and the Purchase and Contribution Agreement), Holding and its subsidiaries will own all right, title and interest in and to the Acquired Assets, including the Trademarks;

WHEREAS, the Assignor is the registered owner of the Trademarks listed on the attached Schedule of Trademarks;

AND WHEREAS, Holding wishes to acquire said Trademarks, as listed on the attached Schedule of Trademarks, and the business and good will of the business in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor hereby sells, assigns and transfers to Holding, all of the Assignor's right, title and interest in and to said Trademarks, together with the good will of the business symbolized by said Trademarks, and the Assignor's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of said Trademarks.

This Assignment of Trademarks is governed by and made subject to the Purchase and Sale Agreement, the Distribution Agreement and the Purchase and Contribution Agreement.

IN WITNESS WHEREOF, the Assignor and Holding have caused this Assignment of Trademarks to be executed and sealed by their respective duly authorized officers as of the dates noted below.

REIMAN PUBLICATIONS, L.P.
By its general partner,
REIMAN PUBLICATIONS CORPORATION

By: Robert F. Whittle

Name: Robert F. Whittle

Title: Executive Vice President

Date: 12/1/98

REIMAN HOLDING COMPANY, LLC

By: Thomas Charl

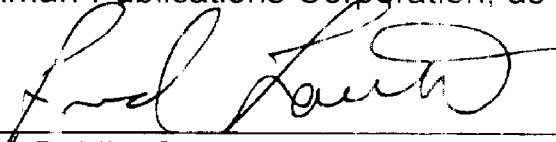
Name: Thomas Charl

Title: President

Date: 12/1/98

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 1st day of December, 1998, the above-named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Reiman Publications Corporation, as general partner of Reiman Publications, L.P.




Notary Public, State of Wisconsin
My commission expires: Permanently

(SEAL)

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 1st day of December, 1998, the above-named individual, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Reiman Holdings Company, LLC.



Notary Public, State of Wisconsin
My commission expires: Permanently

(SEAL)