

4/21/00

05-17-2000



TRADEMARK

Docket No. 3941-4000

IN THE UNITED

101359656

MARK OFFICE

TRADEMARK RECORDATION COVER SHEET

HON. COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENTS
Washington, D.C. 20231

Sir:

Please record the attached original documents or copies thereof.

1. Submission Type:

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

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OPR/FINANCE

2. Name Of Conveying Party(ies):

Name: WORLD PUBLICATIONS, LLC

Formerly _____

Execution Date (Month/Day/Year) FEBRUARY 2, 2000

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership
- Other - Limited Liability Company

Citizenship/State of Incorporation DELAWARE

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

3. Name and address of receiving party(ies):

Name: WORLD PUBLICATIONS II, LLC

DBA/AKA/TA: _____

Address: P.O. BOX 2456

City WINTER PARK State FLORIDA ZIP 32790

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-
- Other Limited Liability Company

Citizenship/State of Incorporation DELAWARE

If assignee is not domiciled in the U.S., a domestic representative designation is attached: Yes No

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TRADEMARK
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(Designation must be a separate document from Assignment).

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

4. Conveyance Type:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> License | <input type="checkbox"/> Nunc Pro Tunc Assignment |
| <input type="checkbox"/> Other | |

Effective Date: _____ (if nunc pro tunc assignment)

5. Application Number(s) and marks or Registration Number(s) and marks:

- Trademark Application No.(s) 74/686,730 (Mark: SMART PARENTING); _____
74/610,175 (Mark: YOUR SOURCE FOR SMART PARENTING); _____
74/610,156 (Mark: SMART PARENTING); 75/891,314 (Mark: GARDEN DESIGN) _____
- Trademark registration No.(s) _____ (Mark: _____); _____

Additional numbers attached? Yes No

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

Scott Greenberg, Esq.
Name: c/o Morgan & Finnegan L.L.P.
Internal Address: _____
Street Address: 345 Park Avenue
City New York State New York ZIP 10154
Area Code and Telephone Number (212) 415-8543

7. Total number of applications and registrations involved: _____


8. Total fee (37 CFR 3.41):.....\$ 115.00

- Enclosed
 Authorized to be charged to deposit account

9. Deposit Account Number: 13-4500. Authorization to charge additional fees to deposit account: Yes No

10. Statement and Signature

Charges to deposit account are authorized, as indicated herein

Scott Greenberg  9/21/00
Name of Person Signing Signature Date

Total amount of pages in cover sheet: 3

FORM: REC-TM.NY
Rev. 10/04/94

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made as of February 2, 2000, between World Publications, LLC, a Delaware limited liability company ("Assignor"), and World Publications II, LLC, a Delaware limited liability company ("Assignee").

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

WHEREAS, Assignor desires to transfer and Assignee desires to acquire Assignor's entire right, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby 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 the Marks throughout the world, together with the goodwill of the business symbolized by them, 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.

Assignor agrees to execute any further documents and to do such other acts as may be necessary and proper to vest full title in and to the Marks in the Assignee.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

WORLD PUBLICATIONS, LLC

By: _____

Terry Snow
Managing Member

WORLD PUBLICATIONS II, LLC

By: _____

Terry Snow
Managing Member

TRADEMARKS

Smart Parenting:

USPTO Serial #74-686730 - Filing Date - April 29, 1997 (Pending)

USPTO Serial #74-610175

USPTO Serial #74-610156

Garden Design:

The common law trademark Garden Design and the application for registration of such trademark with the U.S. Patent and Trade Office dated January 7, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 2nd day of February, 2000.

WORLD PUBLICATIONS, LLC

By:



Terry Snow
Managing Member

WORLD PUBLICATIONS II, LLC

By:



Terry Snow
Managing Member