Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intellectual Capital Productions, Inc.		10/02/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	World Publications, LLC
Street Address:	Bonnier Corp., 460 N. Orlando Ave.
Internal Address:	Suite 200, Attn: Mia Sykes, IP Administrator
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32789
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78300097	CONCEIVE MAGAZINE
Serial Number:	78452863	CONCEIVED

CORRESPONDENCE DATA

Fax Number: (407)571-5719

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 407.571.4963

Email: mia.sykes@bonniercorp.com

Correspondent Name: Mia Sykes, Trademark Administrator Address Line 1: Bonnier Corp., 460 N. Orlando Ave.

Address Line 2: Suite 200

Address Line 4: Winter Park, FLORIDA 32789

NAME OF SUBMITTER:	Mia Sykes
Signature:	/Mia Sykes/
	TPADEMARK

900146173 TRADEMARK
REEL: 004085 FRAME: 0149

78300087

Date:	10/26/2009
Total Attachments: 3 source=2009-10-02 Conceive TM_001#pag source=2009-10-02 Conceive TM_001#pag source=2009-10-02 Conceive TM_001#pag	e2.tif

TRADEMARK REEL: 004085 FRAME: 0150

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made, executed and delivered as of October 2, 2009 by Intellectual Capital Productions, Inc., a Florida corporation ("Assignor"), for the benefit of World Publications, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings provided in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of October 2, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under the Trademarks, including the applications and registrations listed on Schedule A attached hereto, together with all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the Business associated therewith or which is symbolized thereby, including all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Trademarks are registered to record Assignee as the owner of the Trademarks and issue any trademarks which may be granted on any applications included in the Trademarks to Assignee as assignee of the entire right, title and interest therein and thereto.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of laws thereof.

In the event of any conflict or other inconsistency between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

TRADEMARK REEL: 004085 FRAME: 0151

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

Intellectual Capital Productions, Inc.

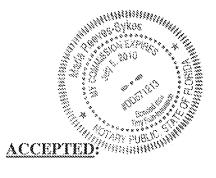
a Florida corporation

Kim Hahh President

STATE OF FL

COUNTY OF CHOICE

On this 2 day of Cotober, 2009, before me personally came Kim Hahn, President of Intellectual Capital Productions, Inc., to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.



Notary Public

World Publications, LLC a Delaware limited liability company

Dan Altman

By:

Chief Operating Officer / Manager

TRADEMARK REEL: 004085 FRAME: 0152

Conceive Magazine Trademarks September 30, 2009

Trademarks	Amount Frequency	Stai	Start Date Er	End Date		Comments
Conceive Magazine	\$ 335.00 Filing Fee	9/14/03	1/03		78/300097	
	\$ 100.00 Trademark Allegation of use	\llegation of use ∮8/24/04		8/24/14		
			1/04		Fictitious Name G04268900359	
Conceive						
Conceived		3/14/06		3/14/16	78/452863	
\ Fit Conception		12/2	9	O	78/864493	
Celebrating the Creation of Families	3	11/1		11/15/15	78/416536	

TRADEMARK REEL: 004085 FRAME: 0153

RECORDED: 10/26/2009