



## **ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (the "Assignment of Trademarks") is made as of this June 19, 1997, by SPECIALIST PUBLICATIONS, INC., a California corporation (the "Assignor") unto and in favor of BUSINESS NEWS PUBLISHING COMPANY II, L.L.C., a Michigan limited liability company (the "Assignee").

### **RECITALS**

A. Assignor is the owner, has adopted, used and is using several marks, including those described on ANNEX A attached hereto (collectively, the "Trademarks").

B. Assignee is desirous of acquiring Assignor's entire right, title and interest in, to and under the Trademarks.

C. Assignor has agreed to sell, convey, transfer, assign and deliver the Trademarks to Assignee pursuant to and in connection with the terms and conditions of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated June 19, 1997, among (i) Assignee, (ii) Assignor and (iii) HAROLD B. ARKOFF, individually and as Co-Trustee of the Arkoff Family Trust, HELEN L. ARKOFF, as Co-Trustee of the Arkoff Family Trust, HOWARD OLANSKY, individually and as Co-Trustee of the Olansky Family Trust and ILENE R. OLANSKY, as Co-Trustee of the Olansky Family Trust.

D. The parties acknowledge that this Assignment of Trademarks is an essential element of Assignee's decision to consummate the transactions contemplated in the Asset Purchase Agreement.

E. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

### **AGREEMENT AND ASSIGNMENT**

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignee does hereby sell, convey, transfer, assign and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title, interest, ownership, and all subsidiary rights (including United States and foreign) in and to the Trademarks, together with the good will of the business symbolized by the Trademarks in the United States of America and its territories and in all foreign countries, including, but not limited to, all common law rights, federal and state statutory rights, all rights to secure trademark registrations therein and to any resulting registrations in Assignee's name as claimant, any and all renewals thereof and all claims, demands, and rights of

action which Assignor has, or may have in the future, by reason of any infringement (including past infringement) on the Trademarks being assigned pursuant to this Assignment of Trademarks (including any infringement prior to this assignment), with all of the foregoing TO HAVE AND TO HOLD, unto Assignee, its successors and assigns, FOREVER.

2. Assignor further agrees to execute any and all powers of attorneys applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

3. This Assignment of Trademarks is in addition to, and shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Assignee under, that certain Assignment and Bill of Sale, dated even date herewith, made by Assignor to Assignee.

4. This Assignment of Trademarks is being delivered pursuant to, and subject to the representations, warranties, covenants and agreements set forth in, the Asset Purchase Agreement.

5. This Assignment of Trademarks shall be binding upon, inure to the benefit of and be enforceable by, Assignor and Assignee and their respective permitted successors and assigns.

6. This Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of California.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, a duly authorized officer of Assignor has executed this Assignment of Trademarks on behalf of Assignor, intending to be legally bound on the date first written above.

SPECIALIST PUBLICATIONS, INC.  
Assignor

By: Howard Olansky  
Its: President

STATE OF CA

COUNTY OF Los Angeles

On this 19th day of June 1997, before me appeared Howard Olansky, the person who signed this Assignment of Trademarks on behalf of SPECIALIST PUBLICATIONS, INC., the above-referenced Assignor, who acknowledged that he signed it as a free act on behalf of the identified Assignor.

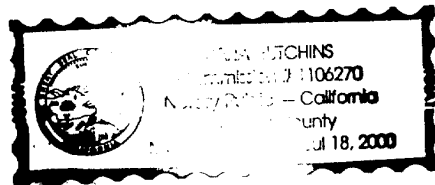
Sara Hutchins  
Notary Public

Accepted:

BUSINESS NEWS PUBLISHING COMPANY II, L.L.C.,  
Assignee

By: James E. Henderson  
for Business News Publishing Company  
Its: Manager

Dated: June 19, 1997



**ANNEX A**

**SCHEDULE OF TRADEMARKS**

All trademarks or tradenames used in Assignor's Business, all derivations of such marks or names, all service marks, logos and registrations thereof or applications therefor, and any non-registered trademarks, including, without limitation, those listed below:

Installation & Cleaning Specialist Magazine: U.S. Registration No. 1,347,708 for the mark INSTALLATION & CLEANING SPECIALIST, in International Class 16.

Western Floors Magazine: U.S. Registration No. 1,342,566 for the mark WESTERN FLOORS, in International Class 16.

Eastern Floors Magazine: U.S. Registration No. 1,630,016 for the mark EASTERN FLOORS, in International Class 16.

Floor Covering Installer: U.S. Registration No. 1,923,095 for the mark FLOOR COVERING INSTALLER, in International Class 16.

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