

06-10-1998

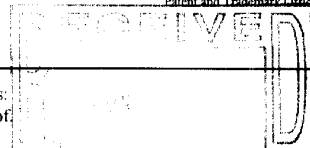
Form PTO-1164
08/31/92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100734335



To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

MRD 6-1-98

<p>1. Name of conveying party(ies):</p> <p>TRANSEXPO (USA) INC. 135 West 41st Street, Suite 814 New York, New York 10036</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>CMP MEDIA INC.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>600 Community Drive</u> City: <u>Manhasset</u> State: <u>New York</u> 11030</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State: <u>Delaware</u> <input type="checkbox"/> Other _____</p>
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<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 7, 1998</u></p>	<p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/264831</u></p>	<p>B. Trademark registration No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and Address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Mark B. Harrison, Esq.</u></p> <p>Internal Address: <u>SPENCER & FRANK</u></p> <p>Street Address: <u>1100 New York Ave, N.W.</u> <u>Suite 300 East</u> <u>Washington, D.C. 20005</u></p>	<p>6. Total number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>19-3700</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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9. 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.

Mark B. Harrison, Esq. Mark Harrison June 1, 1998
Name of Person Signing Signature

Total number of pages comprising

TRADEMARK ASSIGNMENT

Whereas, TRANSEXPO (USA) INC. (TRANSEXPO), a Delaware corporation, with its principal business office at 135 West 41st Street, Suite 814, New York, New York has intended to use the mark KINGBIRD in commerce, through an exclusive licensee, and filed an application on March 27, 1997 based upon that intention with the United States Patent and Trademark Office which has been assigned Serial No. 75-264,831;

Whereas, TRANSEXPO has since used the mark through its exclusive licensee Kingbird Media Group LLC but has not yet filed an allegation of use;

Whereas, CMP MEDIA INC. (CMP), a Delaware corporation with its principal office at 600 Community Drive, Manhasset, New York 11030, the successor of the entire portion of TRANSEXPO's business to which the KINGBIRD mark pertains, is desirous of acquiring said trademark and the pending intent-to-use application therefor;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TRANSEXPO does hereby assign to CMP all right, title and interest in and to the trademark KINGBIRD, the pending intent-to-use application therefore, and the entire portion of its business to which the KINGBIRD mark pertains, and the goodwill of the business symbolized thereby, as required by 15 USC § 1060, together with all income, royalties or payments due or payable as of the date hereof or thereafter including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the KINGBIRD mark, with the right to sue for damages, and collect the same for CMP's own use and enjoyment and for the use and enjoyment of CMP's successors, assigns or other legal representatives.

TRANSEXPO (USA) INC.

Date: April 7, 1998

By: FR O'Reilly

Name: PAUL O'REILLY

Title: CHIEF EXECUTIVE OFFICER

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement"), is entered into and effective as of April 7, 1998 (the "Effective Date"), by and between Transexpo (USA) Inc., a Delaware corporation with its principal office at 135 West 41st St., Suite 814, New York, New York 10036 ("Transexpo"), and CMP Media Inc., a Delaware corporation with its principal office at 600 Community Drive, Manhasset, New York 11030 ("CMP").

WITNESSETH:

WHEREAS, Transexpo has filed in the United States Patent and Trademark Office (the "PTO") an application for registration, based on intent to use, for the trademark "KINGBIRD" (the "Trademark") which has been assigned Serial No. 75-264,831 (the "Trademark Application");

WHEREAS, the Trademark was published for opposition in the Official Gazette on January 6, 1998;

WHEREAS, Transexpo has granted an exclusive license to Kingbird Media Group LLC ("Kingbird") to use the Trademark in connection with the business of promoting and staging conferences, trade shows and exhibitions (the "Business");

WHEREAS, Transexpo has commenced use of the Trademark in commerce in connection with the Business through Kingbird but has not yet filed an allegation of use under 37 C.F.R. 2.76 or 37 C.F.R. 2.88;

WHEREAS, pursuant to that certain Asset Purchase Agreement between Kingbird and CMP of even date herewith (the "Asset Purchase"), Kingbird has agreed to sell to CMP all of the Assets of the Business; and

WHEREAS, Transexpo desires to sell and assign all of its rights in and to the Trademark and the Trademark Application to CMP together with the entire portion of its business associated with the Trademark; and CMP desires to acquire from Transexpo all of Transexpo's rights in the Trademark and the Trademark Application, and the entire portion of its business associated with the Trademark, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademark and Trademark Application. Upon the terms and subject to the conditions of this Agreement, Transexpo shall assign to CMP all of its right, title and interest in and to the Trademark and the Trademark Application, together with the entire portion of its business associated with the Trademark, the goodwill associated with the Trademark, and the right to sue for past infringement of the foregoing, and will execute the separate Trademark Assignment attached hereto as Attachment A.
2. Representation and Warranty. Transexpo hereby warrants that (i) Transexpo owns

all right, title and interest in and to the Trademark Application, and owns such rights in the Trademark as have inured to its benefit as a result of the use of such Trademark in interstate commerce by Kingbird in connection with the Business,(ii) Transexpo has not granted any security interests, liens or encumbrances to any third party in respect of the Trademark or the Trademark Application, and (iii) Transexpo has not executed and will not execute any agreement or other instrument in conflict herewith.

3. No Sale. Transexpo shall not hereafter convey to any person other than CMP or such of its affiliates as CMP may designate in writing, any interest in the Trademark Application,

4. No Similar Marks. At all times from and after the date hereof, Transexpo shall cease and desist from any and all use of the Trademark or any marks likely to cause confusion.

5. Further Assurances. Transexpo shall execute all instruments and perform all acts necessary to implement the terms of this Agreement. Transexpo shall provide to CMP, its successors, assigns or other legal representatives, cooperation and assistance at CMP's request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering the Trademark; (2) in the prosecution or defense of any oppositions, cancellations, infringement suits or other proceedings that may arise in connection with the Trademark, including, but not limited to, testifying as to any facts relating to the Trademark and the Assignment of said Trademark; (3) in obtaining any additional trademark protection that CMP reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (4) in the implementation or perfection of this Agreement.

6. Miscellaneous.

(a) Entire Agreement. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and replaces and supersedes any and all prior agreements, written or oral, between the parties relating to the subject matter hereof. No promises, agreements or representations with respect to the matters herein contained shall be binding upon any of the parties unless set forth herein.

(b) Amendment. No provision of this Agreement may be amended or waived except by a writing expressly making reference to this Section 6(b) and duly executed by both parties.

(c) Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without reference to its principles regarding choice or conflicts of law.

(d) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions hereof shall be prohibited by or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provision of this Agreement.

(e) Assignment. This Agreement shall not be assigned by either party without the consent of the other party, except that CMP shall have the right to assign this Agreement to an

