

11-12-1999



101199377

11/8/99

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

1. Name of conveying party(ies):

Freedom World Trade Media Group, Inc.

- Individual(s)
General Partnership
Corporation-State: California
Other

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

Business News Publishing Company, II, LLC
Suite 100, 755 West Big Beaver Road
Troy, Michigan 48084.

- Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation - State: Michigan
Other:

3. Nature of conveyance:

- Assignment
Security Agreement
Merged
Change of Name

Other:

Execution Date:

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes No
Resignations must be a separate document from Assignment)
Additional name(s) & address(es) attached?
Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/388,170
75/388,175

B. Trademark Registration No.(s)

1,844,895

Additional numbers attached?

- Yes No

6. Total number of applications and registrations involved:

THREE

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

Charles R. Rutherford
Dykema Gossett PLLC
1577 N. Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
(248) 393-1867

7. Total fee (37 CFR 3.41).....\$90.00 05

- Enclosed
Authorized to be charged to deposit account.

8. Deposit Account Number: 04-2223

(attach duplicate copy of this page if using deposit account)

11/10/1999 JSHABAZZ 00000167 042223 75388170

01 FC:481 40.00 CH
02 FC:482 50.00 CH

DO NOT USE THIS SPACE

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.

Charles R. Rutherford
Name

Handwritten signature: Charles R. Rutherford Nov 4, 1999

Signature

Date

Total number of pages comprising cover sheet 5

65043- 999

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0017), Washington, D.C. 20503. 228387

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment of Trademarks") is made as of July 14, 1999, FREEDOM WORLD TRADE MEDIA GROUP, 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 has obtained trademark registrations, or has filed the applications for trademark registration described on ANNEX A attached hereto (collectively, the "Registrations").
- B. Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated July 14, 1999, between Assignee and Assignor.
- C. Pursuant to the terms and conditions set forth in the Asset Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in and to certain Trademarks (as defined in the Purchase Agreement) and the Registrations.
- 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. Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the Trademarks and Registrations, together with the good will of the business symbolized by the Trademarks and Registrations 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 or Registrations 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. No representations or warranties, whether express or implied, are made herein, and the representations and warranties set forth in the Asset Purchase Agreement constitute the only representations and warranties made with respect to the Trademarks or Registrations. The Purchase Agreement also sets forth the remedy of Purchaser with respect to any breach of such representations and warranties. In the event of any inconsistency or conflict between this Assignment of Trademark and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

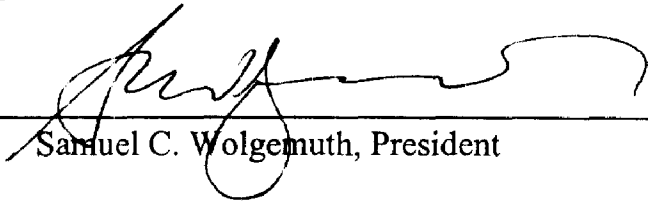
5. This Assignment of Trademarks shall be binding upon, inure to the benefit of and be enforceable by, Assignor and Assignee and their respective permitted successors and assigns.

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

[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.


FREEDOM WORLD TRADE MEDIA GROUP, INC.  
Assignor

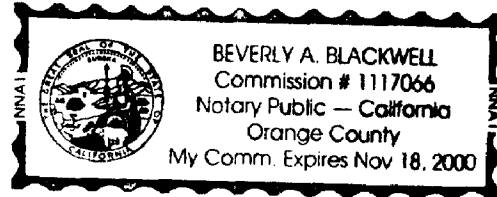
By:   
Samuel C. Wolgemuth, President

STATE OF CALIFORNIA

COUNTY OF ORANGE

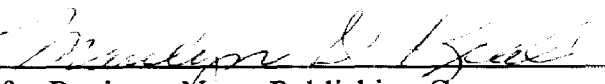
On this 14th day of July 1999, before me appeared Samuel C. Wolgemuth, the person who signed this Assignment of Trademarks on behalf of FREEDOM WORLD TRADE MEDIA GROUP, INC., the above-referenced Assignor, who acknowledged that he signed it as a free act on behalf of the identified Assignor.

  
Notary Public



Accepted:

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

By:   
for Business News Publishing Company  
Its: Attorney-in-fact for James E. Henderson

**ANNEX A**

**SCHEDULE OF TRADEMARKS**

**Trademark Registrations:**

U.S. Registration No. 1,849,895 for the mark WORLD TRADE, in International Class 16 in the Principal Register dated August 16, 1994.

Canadian Registration No. TMA 472,638 for the mark WORLD TRADE, in International Class 16 in the Principal Register dated March 13, 1997.

**Trademark Applications:**

U.S. Registration No. 75/388,170 Intent-to-Use filing for the mark PACTRADE, in International Class 16 which is pending filed November 11, 1997.

Canadian Registration No. 878195 Intent-to-Use filing for the mark PACTRADE, in International Class 16 which is pending filed May 13, 1998.

U.S. Registration No. 75/388,125 Intent-to-Use filing for the mark PACIFIC COAST TRADE, in International Class 16 which is pending filed November 11, 1997.

Canadian Registration No. 877893 Intent-to-Use filing for the mark PACIFIC COAST TRADE, in International Class 16 which is pending filed May 11, 1998.