



101483722

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

1. Name of conveying party(ies):

G & M Communications, Inc.

- Individual(s) Association
General Partnership Limited Partnership
X Corporation-State: Illinois
Other

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

Business News Publishing Company II, L.L.C.
P.O. Box 2600
Troy, Michigan 48007

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

3. Nature of conveyance:

- X Assignment Merger
Security Agreement Change of Name

Other:

Execution Date: May 17, 2000

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,816,507

Additional numbers attached?

- Yes X No

6. Total number of applications and registrations involved:

ONE

7. Total fee (37 CFR 3.41).....\$40.00

Enclosed

X Authorized to be charged to deposit account.

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

Charles R. Rutherford
Dykema Gossett P.L.C.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0862

8. Deposit Account Number: 04-2223

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

10/06/2000 MTHA11 00000109 042223 1816507

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

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 of Charles R. Rutherford

August 8, 2000
Date

Total number of pages comprising cover sheet 1

65,043-029

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 (0651-0011), Washington, D.C. 20503. 256135

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment of Trademarks") is made as of this May 17, 2000, among G & M COMMUNICATIONS, INC., a Illinois corporation, and CENTURY COMMUNICATIONS, INC., a Illinois corporation, Greg Ettlign and Megan Ettlign ("Shareholders") (all comprising the "Assignors"), 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 May __, 2000, among Assignee and Assignor.

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 attorney's 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.

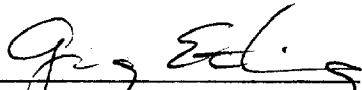
5. This Assignment of Trademarks shall be binding upon, inure to the benefit of and be enforceable by, Assignor and Assignee and their respective permitted successors and assigns.

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

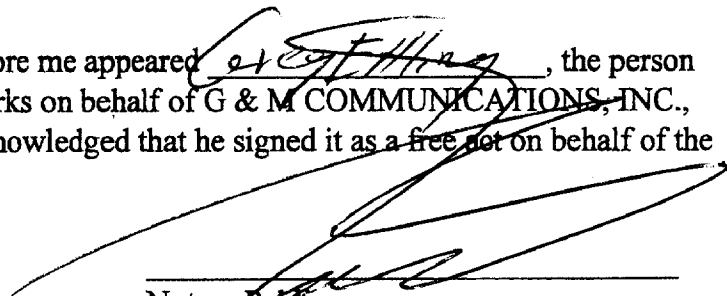
G & M COMMUNICATIONS, INC.,
The Assignor

By: 
Name: GREG ETTLING
Its: President

STATE OF Illinois

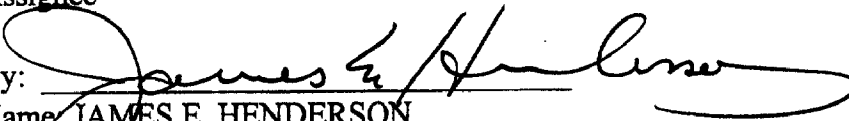
COUNTY OF Cook

On this 17 day of May 2000, before me appeared , the person who signed this Assignment of Trademarks on behalf of G & M COMMUNICATIONS, 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: 
Name: JAMES E. HENDERSON
for Business News Publishing Company
Its: Managing Member/President

Dated: May 17, 2000

ANNEX A

SCHEDULE OF TRADEMARKS

ARCHITECTURAL SPECIFIER – Internal Class (16); US Class (38) Registration number 1,816,507 and serial number 74-314,883. Registered January 11, 1994 First used in commerce on May 14, 1993. Assigned to G&M COMMUNICATIONS, INC. on October 8, 1999 from CENTURY COMMUNICATIONS, INC.

The rights to file for Tradename coverage for “*Contractors Roofing and Building Insulation Guide*” magazine.