

04-18-2001

EL843656453US

3.30.01



R 101678178HEET

CANCELLED

TRADEMARKS ONLY

CANCELLED

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

<p>1. Name of conveying party: ZD Inc. One Park Avenue New York, New York 10016</p> <p><input checked="" type="checkbox"/> Corporation of Delaware</p>	<p>2. Name and address of receiving party: Training Media Operating LLC 500 Canal View Blvd. Rochester, New York 14623</p> <p><input checked="" type="checkbox"/> A Delaware Limited Liability Company</p>
<p>3. Nature of conveyance: Assignment</p> <p>Execution Date: February 10, 2000</p>	<p>4. Trademark Registration Nos.: 2,190,577, 1,381,822</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kristen E. Mollnow, Esq. Nixon Peabody LLP Clinton Square Post Office Box 31051 Rochester, New York 14603</p>	<p>6. Total number of Registrations involved: 2</p>
<p>7. Total fee (37 CFR 3.41) \$65</p> <p><input checked="" type="checkbox"/> \$65 Check is enclosed.</p>	<p>8. Deposit Account Number: 14-1138</p> <p><input checked="" type="checkbox"/> Charge any additional fees to account.</p>
DO NOT USE THIS SPACE	

To the best of my knowledge and belief, the foregoing information is true and correct and the attached document is a true and correct copy of the original document.

Kristen E. Mollnow
Kristen E. Mollnow

3-29-01
Date

[Total number of pages including Cover Sheet and Assignment: 8]

04/17/2001 TDIAZI 00000186 2190577

01 FC:481 40.00 DP
02 FC:482 25.00 DP

TRADEMARK
REEL: 002273 FRAME: 0454

INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT, dated as of February 10, 2000, is made and entered into by and between ZD Inc., a Delaware corporation ("Assignor"), in favor of Training Media Operating LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee").

Assignor and WP Education Holdings LLC ("WP Education") have entered into a Purchase Agreement, dated as of November 17, 1999 and amended as of the date hereof (as so amended, the "Purchase Agreement"), whereby Buyer agreed to acquire certain assets, and assume certain of the obligations and liabilities, of Seller upon the terms and conditions more fully set forth therein. Capitalized terms used herein but not defined herein are used herein as defined in the Purchase Agreement. WP Education has assigned part of its rights and obligations under the Purchase Agreement to Assignee in accordance with Section 9.1 of the Purchase Agreement, and as a result Assignor will be required to transfer a part of the Intellectual Property that constitutes Transferred Assets to Assignee.

Accordingly, it is agreed as follows:

1. Assignor hereby sells, assigns and transfers, effective on the date hereof, to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to any Trademarks that both constitute a Transferred Asset and incorporate the words "Logical Operations" or "Cobb", as fully and entirely as the same would have been held and enjoyed by Assignor had this Intellectual Property Assignment not been made, including the following to the extent they constitute Transferred Assets:

(a) all Trademarks incorporating the words "Logical Operations" or "Cobb," together with the goodwill of the business, or portion thereof to which such Trademarks pertain, symbolized thereby, registered with or filed or recorded in the United States Patent and Trademark Office or in any foreign jurisdiction and any applications for registration (including intent-to-use applications); such registrations and applications are identified on Schedule A to this Intellectual Property Assignment; and

(b) all claims and causes of action in favor of the Assignor heretofore accrued or hereafter accruing with respect thereto for past, present and future misappropriation, infringement or other violation of proprietary or other rights in such Trademarks but excluding any recovery (whether by settlement or otherwise) of attorneys' fees and expenses incurred by Assignor in connection with the Pacifica Litigation.

2. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks of the United States of America and any foreign register of any and all foreign Trademark rights transferred hereunder, whose collective duties include issuing trademark registrations, to issue the Certificate of Registration, Renewal or Assignment, for any trademark registration, or trademark registration resulting from any application, that is part of the Intellectual Property transferred hereunder, to Assignee, or its successors and assigns, in accordance with the terms of this instrument. Assignor hereby requests and authorizes any other official throughout the world whose duty it is to register and record ownership of trademarks to record Assignee, or its successors and assigns, as the assignee and owner of the right, title and interest assigned under this Intellectual Property Assignment.

3. Assignor agrees to execute and deliver at a future date any further documents or instruments of transfer or assignment that Assignee may reasonably request for the purpose of recording these assignments or otherwise carrying out the intent of the Purchase Agreement.

4. This Intellectual Property Assignment is an instrument of transfer contemplated by, and is executed pursuant to, the Purchase Agreement and nothing contained herein shall be deemed to modify any of the provisions of the Purchase Agreement or any rights or obligations of the parties under the Purchase Agreement.

Schedule A

Registered Trademarks

(incorporating the words "Logical Operations" or "Cobb")

Intellectual Property Rights: Trademark and Service Mark Applications and Registrations

EL843656453US

Item #	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
	ZD EDUCATION							
15302	Australia	LOGICAL OPERATIONS	16, 41	587264	9/25/1992	587264	9/25/1992	Registered
15308	Australia	LOGICAL OPERATIONS	16, 41	587266	9/25/1992	587266	9/25/1992	Registered
		LOGO						
15453	Benelux	LOGICAL OPERATIONS	9, 16, 41	868049	3/26/1996	602577	3/26/1996	Registered
15456	Benelux	LOGICAL OPERATIONS	9, 16, 41	868048	3/26/1996	602576	3/26/1996	Registered
		LOGO						
15600		LOGICAL OPERATIONS	9, 16, 41	149770	4/1/1996	149770	6/22/1998	Registered
		LOGO						
13659	European Union	LOGICAL OPERATIONS	9, 16, 41	149773	4/1/1996	149773	6/22/1998	Registered
		LOGO						
15552	Germany	LOGICAL OPERATIONS	41, 9, 16	Z 10 925/41 WZ 2/19/1992		DWZ 2 050 674	11/29/1993	Registered
		LOGO						
15005	Germany	LOGICAL OPERATIONS	9, 16, 41	Z 10 838/41 WZ 12/3/1991		DWZ 2 041 472	7/29/1993	Registered
		LOGO						
15630	Germany	LOGICAL OPERATIONS	9, 16, 41	Z 10 924/41 WZ 2/19/1992		DWZ 2 037 545	6/3/1993	Registered
		LOGO						

TRADEMARKS CONTROLLED BY CLASSICALS

Client: ZD JOURNALS

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
13650	European Union	COBB	9, 16, 42	149682	4/1/1996			Pending
14803	France	COBB LOGO	16, 41	310 995	2/30/1991	1 696 152	9/30/1991	Registered
13492	Germany	COBB	16, 41	Z 10 792/41 WZ	10/4/1991	2 102 942	2/7/1997	Registered
15716	Germany	COBB LOGO	16, 41	Z 10 823/41	11/2/1991	2 099 624	2/28/1996	Registered
15264	Italy	COBB LOGO	16	RM91COO3546	10/8/1991	615365	2/3/1994	Registered
14661	United Kingdom	COBB LOGO	16	1478813	10/4/1991	1478813	10/4/1991	Registered
15708	United Kingdom	INSIDE AND COBB LOGO	16	2001314	10/31/1994			Pending/Opposed

14271	United States	COBB LOGO	16	74/039059	3/16/1990	1,631,580	1/15/1991	Registered
15002	United States	THE COBB GROUP	16	74/039111	3/16/1990	1,631,581	1/15/1991	Registered

Schedule 3.7(a) Intellectual Property Rights: Trademark and Service Mark Applications and Registrations of Seller

TRADEMARKS/COPIED BY OTHERS

18472	United States	LOGICAL OPERATIONS LOGO	16	75283592	4/29/1997	2,190,577	9/22/1998	Registered
15042	United States	LOGICAL OPERATIONS LOGO	41	73422103	4/18/1983	1,381,822	2/4/1986	Registered

~~75283592 11/15/1998 Pending~~

~~73422103 11/16/1988 Pending~~

~~75283592 11/16/1998 Pending~~

~~73422103 11/16/1998 Pending~~

~~75283592 11/16/1998 Pending~~

~~73422103 11/16/1998 Pending~~

~~75283592 11/16/1998 Pending~~

~~73422103 11/16/1998 Pending~~

THE HI-TECH HUB

ZD Inc.



By:

Name:

Title:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

S:

Before me, Notary Public in and for the County and aforesaid, appeared
Daryl Otte, to me personally known to be the same person whose name is
subscribed to the foregoing instrument, and acknowledged that he executed said
instrument as his free and voluntary act and for the uses and purposes therein expressed.



Notary Public

EUGENE HCM
Notary Public, State of New York
No. 01HO4929038
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 25, 2002