



12-03-2001



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

DS

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Journal of Commerce, Inc.

11-7801

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (Delaware)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: November 16, 2001

2. Name and address of receiving party(ies)

Name: CBM JOC, Inc.

Internal Address: 40 Commonwealth Business Media, Inc.

Street Address: 400 Windsor Corporate Center
50 Millstone Road, Suite 200

City: East Windsor State: NJ Zip: 08520-1415

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

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 No

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

A. Trademark Application No.(s)
76/066,036; 76/086,302; 76/064,574; 76/086,303;
76/064,568; 76/065,447; 76/064,569

B. Trademark Registration No.(s) 1,403,122; 1,921,973;
2,062,393; 1,320,689; 1,278,273; 1,997,272; 2,063,042;
2,395,174; 1,927,514; 2,026,207; 2,397,966; 2,406,130;

Additional number(s) attached Yes No 1,783,713; 1,800,514; 1,114,505

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

Name: David B. Colleran, Esq.

Internal Address: Choate, Hall & Stewart

35th Floor

Street Address: 53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: _____

22

7. Total fee (37 CFR 3.41).....\$ 565.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1721

(Attach duplicate copy of this page if paying by deposit account)

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.

Linda D. Kostrubanic

Name of Person Signing

Linda D. Kostrubanic

Signature

11/27/01

Date

Total number of pages including cover sheet, attachments, and document: **9**

11/30/2001 LNUELLER 0000097 76066036

01 FC:481
02 FC:482

40.00 OP
525.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002401 FRAME: 0084

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of November 16, 2001 between Journal of Commerce, Inc., a Delaware corporation having an address at 33 Washington Street, 13th Floor, Newark, New Jersey, 07102-3107 ("Assignor"), and CBM JOC, Inc., a Delaware corporation, having an address at 400 Windsor Corporate Center, 50 Millstone Road, Suite 200, East Windsor, NJ 08520-1415, c/o Commonwealth Business Media, Inc. ("Assignee").

WHEREAS, the Assignor is a party to that certain Amended and Restated Asset Purchase Agreement, dated November 6, 2001 (the "Asset Purchase Agreement") along with The Economist Newspaper Limited, as Assignor's parent, Assignee, and Commonwealth Business Media, Inc., as Assignee's parent, in which Assignor agrees to sell to Assignee certain assets which it uses in connection with its Trade and Transportation Information business, including the Publications, the Database and the Assignor's conferences and newsletters business. Capitalized terms not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of all trademarks and service marks included in the Purchased Assets, including without limitation the trademarks and service marks listed on Schedule A hereto (collectively, the "Trademarks") and the goodwill of the business symbolized thereby;

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor agrees to assign its entire right, title and interest in and to the Trademarks, to Assignee, together with the goodwill of the business symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and to become the successor to the portion of Assignor's business to which any Trademarks filed on the basis of intent-to-use apply, which business is ongoing and existing.

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

1. Assignor represents to the Assignee, and the Assignee acknowledges such representation, that Assignor is a corporation duly incorporated and existing under the laws of Delaware, and has the corporate power to own and assign the trademarks.
2. Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks; all registrations and applications in respect thereto and any renewals thereof and the goodwill of the business symbolized by the Trademarks, all

income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks (excluding such income, royalties and payments due from or payable by any Affiliate of Assignor and accrued prior to the date of this Assignment), and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

3. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, and any official of any country or countries foreign to the United States whose duty it is to record the trademark registrations, applications and title thereto, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.
4. Assignor further agrees, without further consideration and at Assignee's expense, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Trademarks may be issued or pending.
5. This trademark assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

[SIGNATURES ON NEXT PAGE]

TRADEMARK ASSIGNMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:
JOURNAL OF COMMERCE, INC.

By: Mark Harabedian
Name: Mark HARABEDIAN
Title: CFO

ASSIGNEE:
CBM JOC, INC.

By: _____
Alan Glass
President

STATE OF New York)
) SS.
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Mark Harabedian known to me to be the CFO of Journal of Commerce, Inc. appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his /her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 1 day of November, 2001.

SHANNON SCOTT
Notary Public, State of New York
No. 01SC6014776
Qualified in Kings County
Commission Expires 10/19/2002

Shannon Scott
Notary Public

My commission expires: _____

TRADEMARK ASSIGNMENT


Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:
JOURNAL OF COMMERCE, INC.

By: _____
Name:
Title:

ASSIGNEE:
CBM JOC, INC.

By:  _____
Alan Glass
President

TRADEMARK ASSIGNMENT

Schedule A

List of Trademarks

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Ser. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
*AIR CARGO WORLD	U.S.	1,403,122	29-Jul-1986
GLOBAL COMMERCE	U.S.	2,062,393	13-May-1997
GLOBAL TRANSPORT ANALYZER	U.S.	Application in process	
GTA	U.S.	Application in process	
GULFSHIPPER MAGAZINE Plus Design	U.S.	1,921,973	26-Sep-1995
JOC WEEK	U.S.	76/066,036	07-Jun-2000
JOC WEEK (Stylized)	U.S.	76/064,574	07-Jun-2000
JOC WEEK (Stylized)	U.S.	76/086,302	07-Jun-2000
JOC WEEK	U.S.	76/086,303	11-Jul-2000
JOURNAL OF COMMERCE ONLINE	U.S.	76/064,568	07-Jun-2000
JOURNAL OF COMMERCE ONLINE	U.S.	76/065,447	07-Jun-2000
JOURNAL OF COMMERCE ONLINE	U.S.	76/064,569	07-Jun-2000
**PIERS PORT IMPORT/EXPORT REPORTING SERVICE Plus Design	U.S.	1,320,689	19-Feb-1985
**PIERS PORT IMPORT/EXPORT REPORTING SERVICE Plus Design	U.S.	1,278,273	15-May-1984
SHIPS SHIPPING INFORMATION PRIORITY SYSTEM Plus Design	U.S.	1,997,272	27-Aug-1996
SHIPS	U.S.	2,063,042	20-May-1997
THE FLORIDA SHIPPER	U.S.	2,395,174	17-Oct-2000
THE JOURNAL OF COMMERCE (Stylized)	U.S.	1,927,514	17-Oct-1995
TRADE OPPORTUNITIES	U.S.	2,026,207	24-Dec-1996
TRAFFIC WORLD	U.S.	2,397,966	24-Oct-2000
TRANSPO	U.S.	2,406,130	21-Nov-2000
COMPILER II DATA	U.S.	1,783,713	20-Jul-1993
EZ-CODE	U.S.	1,800,514	26-Oct-1995
GULFSHIPPER	Community Trademark	994269	17-Nov-1998

<u>Trademark</u>	<u>Country</u>	<u>Ser. No./ Reg. No.</u>	<u>Filing Date/ Reg. Date</u>
PIERS PORT IMPORT/EXPORT REPORTING	Brazil	App.No. 820409324 (pending)	01-Dec-1997
PIERS PORT IMPORT/EXPORT REPORTING	Brazil	App.No. 820409316 (pending)	01-Dec-1997
PIERS PORT IMPORT/EXPORT REPORTING	Brazil	App.No. 820409332 (pending)	01-Dec-1997
SHIPPING DIGEST	U.S.	1,114,505	06-Mar-1979
TRADEHUB	U.K.	2134904	06-Jun-1997
TRAFFIC WORLD	U.K.	2177816	22-Sep-1998

- * There is a spelling error in the listing of the registered owner of AIR CARGO WORLD. The "Journar of Commerce" is noted as the registered owner instead of the "Journal of Commerce."
- ** Pursuant to the terms of the Trademark Co-existence Agreement, dated as of November 6, 2000, the Seller and Lehman Brothers Inc. have agreed that their respective use of the "PIERS" mark are sufficiently distinguishable to preclude the likelihood of consumer confusions. The Lehman "PIERS" mark is for use in connection with securities brokerage services. Lehman may not use the "PIERS" mark in connection with any import or export services.