

07-09-2002



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(Rev. 05/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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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):

VULCAN PUBLICATIONS, INC.

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

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

3. Nature of conveyance:

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

Execution Date: May 31, 2002

2. Name and address of receiving party(ies)

Name: Cygnus Business Media, Inc.

Internal

Address: _____

Street Address: 830 Post Road East

City: Westport State: CT Zip: 06880

- 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) 75/935744

B. Trademark Registration No.(s) 2537456,

2380120, 1514542

Additional number(s) attached Yes No

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

Name: Donna R. Gasiorowski
Senior Legal Assistant to
Miranda Biven

Internal Address: _____

KIRKLAND & ELLIS

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account any payment and/or credit

8. Deposit account number:

22-0440

DO NOT USE THIS SPACE

9. Signature.

Donna R. Gasiorowski

Name of Person Signing

Donna R. Gasiorowski

Signature

7/2/02

Date

5

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

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

38620-9

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01 FC:481
02 FC:482

40.00 OP
75.00 OP

TRADEMARK
REEL: 002540 FRAME: 0619

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 31 day of May, 2002, ("Effective Date"), by and between Vulcan Publications, Inc., a corporation organized under the laws of the State of Alabama, with its principal office at 33 Inverness Center Parkway, Birmingham, Alabama 35242 ("Assignor"), and Cygnus Business Media, Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 830 Post Road East, Westport, Connecticut 06880 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 31, 2002 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all right, title and interest in and to certain assets of Assignor's business, including, without limitation: (a) those United States trademark registrations and applications for registration identified and set forth on Schedule A (collectively, the "Marks"); and (b) the goodwill of the business associated with the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations and all other corresponding rights that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purpose of this Assignment, including, without limitation, with respect to the implementation or perfection of this Assignment.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized representatives as of the Effective Date.

VULCAN PUBLICATIONS, INC.

By: [Signature]
Name: POULCAS Moon
Title: CEO

CYGNUS BUSINESS MEDIA, INC.


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized representatives as of the Effective Date.

VULCAN PUBLICATIONS, INC.

CYGNUS BUSINESS MEDIA, INC.

By: _____

By: 

Name: _____

Name: PAUL MACKLER

Title: _____

Title: PRESIDENT