

07-29-2002



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

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

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

1. Name of conveying party(ies): Trade Reporting and Data Exchange, Inc. 07/22/02 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) CBM TRADE, Inc. Name: Internal Address: 400 Windsor Corporate Center Street Address: 50 Millstone Road, Suite 200 City: East Windsor State: NJ Zip: 08520 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,927,364 1,934,844 1,945,036 1,972,208 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jesse M. Goldfine Internal Address: Choate, Hall & Stewart Exchange Place, 53 State Street Street Address: City: Boston State: MA Zip: 02109

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 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. Jesse M. Goldfine Name of Person Signing Signature Date 7-22-02

Total number of pages including cover sheet, attachments, and document: 6

07/26/2002 DBYRNE 00000177 1927364 01 FC:481 02 FC:482 40.00 OP 75.00 OP

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

TRADEMARK REEL: 002551 FRAME: 0078

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of July 16, 2002 between Trade Reporting and Data Exchange, Inc., a Washington corporation having an address at 4805 West Laurel Street, Suite 300, Tampa, FL 33607-4541 ("Assignor"), and CBM TRADE, 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 Asset Purchase Agreement, dated May 16, 2002 (the "Asset Purchase Agreement") along with 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 the business of its data content division. 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 Washington, 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, 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 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:
TRADE REPORTING AND
DATA EXCHANGE, INC.

By: _____
Thomas G. Gordon, Jr.
President

ASSIGNEE:
CBM TRADE, INC.

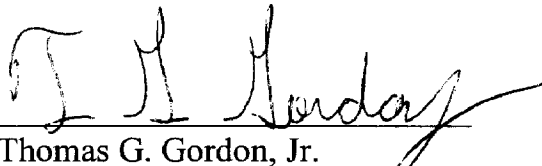
By:  _____
Alan Glass
President

TRADEMARK ASSIGNMENT

Signature Page

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ASSIGNOR:
TRADE REPORTING AND
DATA EXCHANGE, INC.

By: 
Thomas G. Gordon, Jr.
President

ASSIGNEE:
CBM TRADE, INC.

By: _____
Alan Glass
President

STATE OF Florida)
COUNTY OF Hillsborough) SS.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Tom Gordon known to me to be the President of Trade Reporting and Data Exchange, 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 15th day of July, 2002.



Ronald D Cook
My Commission CC795311
Expires December 6, 2002

Ronald D Cook
Notary Public

My commission expires: _____

TRADEMARK ASSIGNMENT

Schedule A

List of Trademarks

TRADE Business Intelligence (Design) – U.S. Reg. No. 1,927,364

TRADE INTELLIGENCE – U.S. Reg. No. 1,934,844

TRADE SURVEILLANCE – U.S. Reg. No. 1,945,036

TRADE Watch – U.S. Reg. No. 1,972,208

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RECORDED: 07/22/2002

**TRADEMARK
REEL: 002551 FRAME: 0084**