

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Public Works Journal Corporation		04/30/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Hanley-Wood, LLC
Street Address:	One Thomas Circle, N.W., Suite 600
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	Delaware limited liability company:

PROPERTY NUMBERS Total: 6

Property Type	Number
Registration Number:	0995709
Serial Number:	76395685
Registration Number:	2382338
Registration Number:	2359530
Registration Number:	2401338
Registration Number:	2489517

CORRESPONDENCE DATA

Fax Number: (312)569-3467

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125691467

Email: IPDOCKET@GCD.COM

Correspondent Name: Gardner, Carton & Douglas c/o Tina D. Kourasis

TRADEMARK

REEL: 002648 FRAME: 0606

900000234

CH \$165.00 76395685

Address Line 1: 191 N. Wacker Drive, Suite 3700
Address Line 4: Chicago, ILLINOIS 60606-1698

ATTORNEY DOCKET NUMBER:

79889-1

NAME OF SUBMITTER:

Tina D. Kourasis

Total Attachments: 4

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ASSIGNMENT

THIS ASSIGNMENT, effective as of the 30th day of April, 2003, by Public Works Journal Corporation, a New York corporation, having its principal place of business at 200 South Broad Street, Ridgewood, New Jersey 07451 ("Assignor");

WHEREAS, Hanley-Wood, LLC, a Delaware limited liability company, having its principal place of business at One Thomas Circle, N.W., Suite 600, Washington, D.C. 20005 ("Assignee"), wishes to acquire and Assignor wishes to transfer to Assignee all right, title and interest Assignor owns in and to certain "Proprietary Rights," as hereinafter defined.

NOW THEREFORE, in view of the payment of Ten Dollars (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer to Assignee all right, title and interest Assignor owns in and to the following "Proprietary Rights:"

1. "Marks and Trade Dress", which shall mean any and all trademarks, service marks, trade names, and other terms, words, designations, titles, designs, colors, color combinations, product configurations and indicia used or intended to be used in connection with Assignor's preparation, publication and distribution of the magazines titled Public Works and Public Works Manual (the "Business"); any and all applications filed and registrations received for any of the foregoing in the United States, the individual states thereof and jurisdictions foreign thereto, including without limitation those listed on attached Exhibit A; and the GOODWILL of the Business;

2. "Works," which shall mean any and all expressions of concepts and ideas created, used or published by or for Assignor in connection with the Business, including without limitation any and all publications, plans, photographs, products and marketing, advertising and promotional materials in printed or other form, whether or not the same constitute "Works of Authorship" under the United States copyright laws; and any and all copyright applications filed and registrations received for any of the foregoing in the United States or elsewhere;

3. "Confidential Information," which shall mean any and all information developed or obtained by Assignor relating to the Business comprising trade secrets, proprietary information, formulas, products, protocols, forms, procedures, methods for operating the Business, marketing and advertising practices and plans and financial data (except for general financial books and records), whether or not any of the foregoing is embodied in written or otherwise recorded form;

4. "Inventions," which shall mean discoveries, concepts, developments and ideas relating to the Business, whether or not protectable under the patent or other laws, including without limitation designs, methods, formulas, techniques, articles of manufacture, processes and procedures, as well as improvements and know-how relating thereto; and any and all patent applications filed and patents obtained for any of the foregoing in the United States or in jurisdictions foreign thereto; and

5. Any and all other rights and privileges provided under the copyright, patent, trademark, unfair competition, trade secret and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the material objects in which such rights and privileges are embodied; any and all rights to and under any and all licenses and other agreements and documents relating to any of the foregoing; and any and all rights of publicity and waivers of privacy rights of any and all persons whose names, images, likenesses and other identifying indicia are included in the subject matter to which the foregoing relates.

Any and all rights created by or arising from use of the Proprietary Rights shall, by virtue of this Assignment, inure to and remain the sole and exclusive property of Assignee, and Assignor does hereby waive and renounce any and all claims to such rights.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

Assignor does hereby authorize and empower Assignee to invoke and claim for any applications, registrations, patents or the like included within the Proprietary Rights, the benefits of any rights to which it may be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization.

This instrument shall be binding upon and shall inure to the benefit of the parties, and their respective officers, directors, employees, agents, affiliates, attorneys, legal representatives, heirs, successors and assigns.

PUBLIC WORKS JOURNAL CORPORATION

Date: April 30, 2003

By: Emily M. Sinnott
Name: Emily M. Sinnott
Title: Director

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

Before me, the undersigned, a Notary Public, on this 30th day of April, 2003,
personally appeared EMILY H. SINNETT, to me known personally, who, being by
me duly sworn, did say that he/she is the DIRECTOR of Public Works Journal
Corporation, and that said instrument (i.e., the Assignment) was signed on behalf of said
Public Works Journal Corporation by authority of its Board of Directors, and the said
_____ acknowledged said instrument to be his/her free act and deed.

WITNESS my hand and seal.

Michelle Delicate
Notary Public

My Commission Expires: _____
MICHELLE DELICATE
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/30/2004

EXHIBIT A

Trademarks

PUBLIC WORKS (Registered with the U.S. Patent and Trademark Office – Registration No. 995,709)

PUBLIC WORKS.FINANCING PUBLISHED BY PUBLIC WORKS JOURNAL CORPORATION and Design (Registration applied for with the U.S. Patent and Trademark Office – Serial No. 76/395,685)

PUBLIC WORKS (Registered with the Canadian Intellectual Property Office – Registration Number UCA47573; File Number – 219760)

Service Marks

PUBLIC WORKS MAGAZINE, ONLINE EDITION (Registered with the U.S. Patent and Trademark Office – Registration No. 2,382,338)

PUBLIC WORKS and Design (Registered with the U.S. Patent and Trademark Office – Registration No. 2,359,530)

PUBLIC WORKS (Registered with the U.S. Patent and Trademark Office – Registration No. 2,401,338)

PWMAG.COM (Registered with the U.S. Patent and Trademark Office – Registration No. 2,489,517)