

01-24-2003

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



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

Tab settings ⇨ ⇨ ⇨ ▼

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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): **1-17-03**  
 MGI Publications, Inc.  
 385 Oxford Valley Road, Suite 420  
 Yardley, PA 19067

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Pennsylvania  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Hanley-Wood, LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: One Thomas Circle, N.W., Suite 600  
 City: Washington State: DC Zip: 20005

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other a Delaware Limited Liability Company

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: August 29, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2,271,770  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Steven D. Thomas  
 Internal Address: Moore & Van Allen, PLLC  
 \_\_\_\_\_  
 Street Address: 2200 West Main Street  
 Suite 800  
 City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 01

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
 50-2316

DO NOT USE THIS SPACE

9. Signature.  
 \_\_\_\_\_  
 Steven D. Thomas  
 Name of Person Signing

*Steven D. Thomas*  
 Signature

January 17, 2003  
 Date

Total number of pages including cover sheet, attachments, and document: 05

2003 JAN 17 PM 12:14  
 FINANCE SECTION  
 RECORDED

01/23/2003 LMUELLER 00000238 2271770  
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Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002655 FRAME: 0199

## ASSIGNMENT

THIS ASSIGNMENT, effective as of the 30<sup>th</sup> day of August, 2002, by MGI Publications, Inc., a Pennsylvania corporation, having its principal place of business at 385 Oxford Valley Road, Suite 420, Yardley, PA 19067 ("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 magazine entitled Multifamily Executive (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, 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.

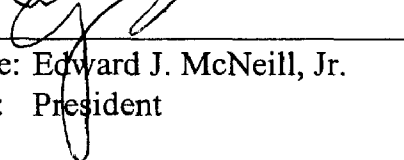
Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to protect, secure and vest in Assignee good, valid and marketable title to the Proprietary Rights.

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.

MGI PUBLICATIONS, INC.

Date: August 29, 2002

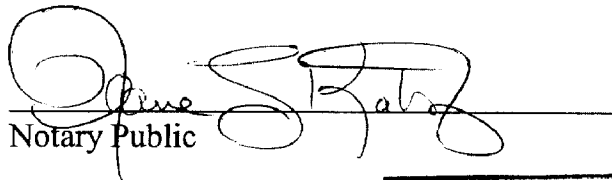
By:   
Name: Edward J. McNeill, Jr.  
Title: President

**ACKNOWLEDGMENT**

CITY OF WASHINGTON            )  
  )  
DISTRICT OF COLUMBIA        )        SS:

Before me, the undersigned, a Notary Public, on this 29<sup>th</sup> day of August, 2002, personally appeared Edward J. McNeill, Jr., to me known personally, who, being by me duly sworn, did say that he is a duly authorized officer of MGI Publications, Inc., and that said instrument (i.e., the Assignment) was signed on behalf of said MGI Publications, Inc., by authority of its Board of Directors, and the said Mr. McNeill acknowledged said instrument to be his free act and deed.

WITNESS my hand and seal.

  
Notary Public

My Commission Expires:

Jeanne G. Katz  
**Notary Public, District of Columbia**  
**My Commission Expires Dec. 14, 2002**

EXHIBIT A

Trademark

MULTIFAMILY EXECUTIVE

Registered in International Class 16 on August 24, 1999

Registration Number 2,271,770