

05-09-2003

5-9-03



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Tab settings ⇨ ⇨ ⇨

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TRADEMARKS ONLY

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):
Vulcan Publications, Inc.
S-9-03

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

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

2. Name and address of receiving party(ies)
Name: Latitude 3 Media Group, LLC
Internal Address: _____
Address: _____

Street Address: 33 Inverness Center Parkway
City: Birmingham State: AL Zip: 35242

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company (AL)

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: 11/27/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 2,641,258

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

RECEIVED OFFICE OF TRADEMARKS DIV. MAY -9 PM 1:45

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Christine R. Strong
Internal Address: _____

Maynard, Cooper & Gale, P.C.
Street Address: 1901 6th Avenue North
2400 AmSouth/Harbert Plaza

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
n/a

(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.

Christine R. Strong Christine R. Strong 5/8/03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

05/12/2003 8TDN11 00000051 2641258
01 FC:8521 40.00 DP

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

TRADEMARK
REEL: 002729 FRAME: 0320

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of November 27, 2002 by and between **Vulcan Publications, Inc.**, an Alabama corporation, and **Allied Media, Inc.**, an Alabama Corporation (collectively, the "Assignors"), and **Latitude 3 Media Group, LLC**, an Alabama limited liability company (the "Assignee").

WHEREAS, Assignors have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement") whereby Assignee shall purchase certain assets of Assignors used in the Business (as that term is defined in the Purchase Agreement);

WHEREAS, the Business involves the publishing and sale of economic development publications entitled "Business Xpansion Journal" and "Global Corporate Xpansion" and the home improvement publication entitled "Extreme How-To";

WHEREAS, as part of the consideration of the consummation of the transactions contemplated in the Purchase Agreement, Assignors have agreed to enter into various agreements with Assignee, including an assignment of certain intellectual property;

WHEREAS, Assignors, as the owners of certain trademarks, net names, web addresses and other intellectual property rights, have adopted and are using the intellectual property assets listed on Schedule A (the "Intellectual Property");

WHEREAS, pursuant to this Assignment, Assignors desire to assign and transfer all of their right, title and interest in and to the Intellectual Property to Assignee; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to said Intellectual Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises hereinafter contained, Assignors and Assignee hereby agree as follows:

1. Assignors, by these presents, sell, assign and transfer to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property, and all improvements, extensions, divisions, reissues, renewals or continuations thereof, to be held and enjoyed by said Assignee, as fully as the same would have been enjoyed by each Assignor, had this Assignment not been made.
2. Assignors also assign and transfer to Assignee any and all causes of action, claims demands or other rights, occasioned from or because of any and all past infringements of any of the Intellectual Property.

3. Assignors hereby covenant and agree that they will, at the reasonable request of Assignee and without further consideration, execute, acknowledge, deliver, file and record such further papers, certificates, amendments, instruments and documents, and will do all such other acts or things as may be required by law or as may be necessary or advisable to carry out the full intent and purposes of this Assignment.
4. This Assignment and the covenants and agreements contained in it shall be binding upon Assignors and their successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.
5. This Assignment may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused their signatures and seals to be herein to affixed on this 27 day of November, 2002.

ATTEST:

By: _____

Its: _____

Title: _____

Vulcan Publications, Inc.

By: [Signature]

Name: DOUGLAS G. MORRIS JR

Title: C.E.O.

ATTEST:

By: _____

Its: _____

Title: _____

Allied Media, Inc.

By: [Signature]

Name: DOUGLAS G. MORRIS JR.

Title: C.E.O.

ATTEST:

By: _____

Its: _____

Title: _____

Latitude 3 Media Group, LLC

By: [Signature]

Name: TRENT R. BOOZER

Title: PRESIDENT

Schedule A
Intellectual Property Assets

1. URL addresses / Net Names:

www.extremehowto.com

www.bxjonline.com

www.gcx-online.com

2. Trademarks/copyrights:

Business Xpansion Journal (registration – Vulcan Publications, Inc.)

Extreme How-To (registration – Allied Media, Inc.)

Global Corporate Xpansion (Vulcan Publications, Inc.)

U.S. Sites and Development (Vulcan Publications, Inc.)

U.S. Sites and Development Relocation Journal (Vulcan Publications, Inc.)

U.S. Sites and Development Annual Directory (Vulcan Publications, Inc.)