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RECORD TRADE

DEPARTMENT OF COMMERCE 3. 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): Allied Media, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State [] 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: Street Address: 33 Inverness Center Parkway City: Birmingham State: AL Zip: 35242 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] 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 [X] No

3. Nature of conveyance: [X] 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) 76406114 Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christine R. Strong Internal Address: Street Address: 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Christine R. Strong Name of Person Signing 00000059 76406114

Signature: Christine R. Strong

Date: 5-6-03

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OFFICE OF PUBLIC RECORDS 2003 MAY 12 AM 4:06 FINANCE SECTION

05/13/2003 BYRNE 01 FC:8521

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

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

TRADEMARK REEL: 002731 FRAME: 0902

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.)