

10-17-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
Docket: T/51-42 ▼

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

1. Name of conveying party(ies):
CMP MEDIA LLC.

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company (DE)
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 17, 2001

2. Name and address of receiving party(ies)

Name: PL HOLDINGS LLC
Internal
Address:

Street Address: 525 Market Street
City: San Francisco State: CA Zip: 94105

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company (DE)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/095,508

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Philip M. Weiss
Internal Address: WEISS & WEISS

Street Address: 310 Old Country Road

City: Garden City State: New York Zip: 11530

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:

(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.

Philip M. Weiss

Philip M. Weiss

September 17, 2003

Name of Person Signing

Signature

Date

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

10/16/2003 01 FC:8521 LUPELLER 00000158 76095508

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



09-22-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

TRADEMARK
REEL: 002845 FRAME: 0394

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Trademark Assignment Agreement") is effective as of October 13, 2000 or, with respect to any assignment contemplated herein, as of the earliest date thereafter on which such assignment could have been made, and is between CMP Media LLC, a Delaware limited liability company (the "Assignor"), and PL Holdings LLC, a Delaware limited liability company (the "Assignee").

All capitalized terms used herein and not defined shall have the meanings given to them in the Joint Venture Agreement (the "Joint Venture Agreement") dated August 22, 2000 and by and among the Assignee, Miller Freeman, Inc., a Delaware corporation ("MFI"), Paperloop.com, Inc., a Delaware corporation ("Paperloop"), and Pegasus Partners II, L.P., a Delaware limited partnership, as amended by the Amendment to Joint Venture Agreement and Intercompany Agreement dated October 13, 2000 and by and among the parties to the Joint Venture Agreement, Nonwovens.com, Inc., a Delaware corporation, and Woodloop.com, Inc., a Delaware corporation.

BACKGROUND

WHEREAS, MFI converted into Miller Freeman LLC, a Delaware limited liability company ("MFI LLC"), effective March 30, 2001 at 10:00 p.m., and MFI LLC merged with and into the Assignor, effective March 30, 2001 at 11:00 p.m.;

WHEREAS, the Assignor, as successor in interest to MFI, owns all the trademarks, and applications therefore, identified in Schedule A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of the Joint Venture Agreement, as amended, and as part of the Contributed Assets to be transferred and sold to the Assignee thereunder, the Assignor has agreed to assign to the Assignee, and the Assignee has agreed to assume from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, whether registered or at common law, and the United States and foreign trademark applications and trademark registrations therefor, together with the goodwill of the business in which the Trademarks are used and symbolized by the Trademarks.

NOW THEREFORE, to effect such transactions and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

TERMS

Section 1. Assignment. Pursuant to the Joint Venture Agreement, as amended, and on the same terms and conditions stated therein, the Assignor hereby sells, conveys, transfers, and assigns to the Assignee its entire right, title and interest in and to the Trademarks and the use of such Trademarks, including without limitation all goodwill symbolized by the Trademarks, all extensions and renewals of the foregoing, the right to sue for past, present and future infringement thereof and the right to any other claims arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding thereto throughout the world. With respect to the Trademarks for which registration is being sought in the U.S. under the intent to use provision of the Trademark Act (15 U.S.C. §1051(b)), it is expressly acknowledged that the Assignor is assigning those Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

Section 2. Authorization for Transfer. The Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and the empowered officials of all other governments, anywhere in the world, to issue or transfer all of the Trademarks, and the Assignor's entire right, title and interest therein, as the Assignee may direct, in accordance with this Trademark Assignment Agreement.

Section 3. Rights Cumulative; Conflict with Joint Venture Agreement. The rights and remedies of the Assignee and the duties and obligations of the Assignor hereunder shall be cumulative and in addition to the rights and remedies of the Assignee and the duties and obligations of the Assignor under the Joint Venture Agreement, as amended. Nothing herein shall be deemed to limit the rights and remedies of the Assignee and the duties and obligations of the Assignor under the Joint Venture Agreement, as amended, and, to the extent of any conflict between the terms and conditions of this Trademark Assignment Agreement and the terms and conditions of the Joint Venture Agreement, as amended, the terms and conditions of the Joint Venture Agreement, as amended, shall govern, supersede and prevail. Notwithstanding anything to the contrary herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Assignor and the Assignee contained in the Joint Venture Agreement, as amended, or the survival thereof.

Section 4. Further Assurances. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the full benefit of this Trademark Assignment Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment Agreement to be executed this 10 day of October, 2001.

CMP MEDIA LLC

By: Sandra L. Grayson
Name: Sandra L. Grayson
Title: Vice President & General Counsel

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

This instrument was executed and acknowledged before me on the 10th day of October, 2001, by Sandra L. Grayson, the Vice President & General Counsel of CMP Media LLC, a Delaware limited liability company, on behalf of said company.

Melissa A. Schombs
Notary Public

MELISSA A. SCHOMBS
NOTARY PUBLIC - NEW YORK
QUALIFIED IN SUFFOLK COUNTY
CERTIFICATE FILED IN NASSAU COUNTY
MY COMMISSION EXPIRES MAY 3, 2003
01SC0023648

(Seal)

Date: October 10, 2001
Witness: [Signature]
Name: Scott MOZARSKI
Title: Corp. Counsel
Address: 600 Community Drive
Manhasset, NY 11030
Nationality: USA

Date: October 10, 2001
Witness: [Signature]
Name: R. Marajello
Title: Partner
Address: 600 Community Drive
Manhasset, Ny. 11030
Nationality: U.S.A.

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

STATE OF NEW YORK)
) ss.
COUNTY OF NASSAU)

On Oct 10, 2001 before me, the undersigned Notary Public, personally appeared Scott MOZARSKI, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

On October 10, 2001 before me, the undersigned Notary Public, personally appeared R. Marajello, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Witness my hand and official seal.

[Signature]
Signature of Notary Public

[Signature]
Signature of Notary Public

KATIE FRIEDLAND GOLDBERG
Notary Public, State of New York
No. 30-468922
Qualified in Nassau County
Commission Expires January 31, 2002

MELISSA A. SCHOMBS
NOTARY PUBLIC - NEW YORK
QUALIFIED IN SUFFOLK COUNTY
CERTIFICATE FILED IN NASSAU COUNTY
MY COMMISSION EXPIRES MAY 3, 2003
01SC023048

(Seal)

(Seal)

IN WITNESS WHEREOF, this Trademark Assignment Agreement has been executed and accepted by the Assignee this 17th day of October, 2001.

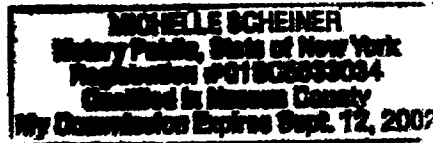
PL HOLDINGS LLC

By: _____
Name: Anne D. Guersay
Title: Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

This instrument was executed and acknowledged before me on the 17th day of October, 2001, by Anne D. Guersay, the Secretary of PL Holdings LLC, a Delaware limited liability company, on behalf of said company.

Michelle Scheiner
Notary Public



(Seal)

Date: October 17, 2001
Witness: *Annmarie Fowler*
Name: Annmarie Fowler
Title: Asst. Corporate Secretary
Address: 810 Seventh Avenue
NY, NY 10019
Nationality: American

Date: October 17, 2001
Witness: *Keri Pinzone*
Name: Keri Pinzone
Title: Federal Tax Manager
Address: 810 Seventh Ave
NY, NY 10019
Nationality: American

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On October 17th, 2001 before me, the undersigned Notary Public, personally appeared *Annmarie Fowler*, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

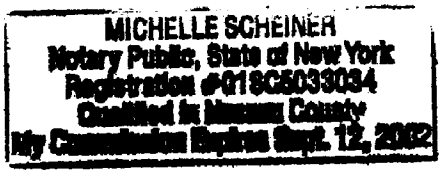
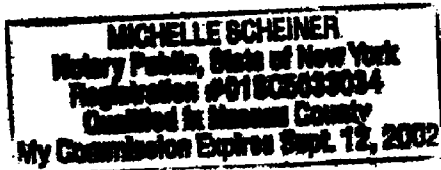
On October 17th, 2001 before me, the undersigned Notary Public, personally appeared *Keri Pinzone*, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Witness my hand and official seal.

Michelle Scheiner
Signature of Notary Public

Michelle Scheiner
Signature of Notary Public



**SCHEDULE A
TRADEMARKS**

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>
CMM . . . THE SHOW OF THE CENTURY	United States	76/042,680
FLEXCORR	China	2000127304
FLEXCORR	European Union	2,041,549
FLEXCORR	Singapore	T00/218591
FLEXCORR	Taiwan	89042871
FLEXCORR	United States	76/095,508
FLEXOASIA	United States	76/215,024
PAPERBOX WORLD	United States	76/164,878