

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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**RECORDATION FORM COVER SHEET  
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):**

GEM Communications, LLC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation  
☒ Other Delaware Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Membership Interest Purchase Agreement

Execution Date: March 3, 2003**2. Name and address of receiving party(ies)**Name: Ascend Media LLC

Internal

Address: \_\_\_\_\_

Street Address: 11600 College BoulevardCity: Overland Park State: KS Zip: 66210

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation- Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic

representative designation is attached: ☐ Yes ☐ No

(Designation 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)

B. Trademark Registration No.(s)

2,163,497

Additional number(s) attached ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**Name: Peter C. Knops

Internal Address: \_\_\_\_\_

Lathrop & Gage L.C.Street Address: 2345 Grand Boulevard, Suite 2300City: Kansas City State: MO Zip: 64108-2618**6. Total number of applications and registrations involved:.....**

1

**7. Total fee (37 CFR 3.41).....**

\$ 40

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

**8. Deposit account number:**12-0600

(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.*Peter C. Knops

Name of Person Signing

  
SignatureJune 9, 2004

Date

Total number of pages including covers sheet, attachments, and documents: 11Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450 Alexandria, VA 22313-1450

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ATWOOD PUBLISHING, LLC  
GEM COMMUNICATIONS, LLC

MEMBERSHIP INTEREST PURCHASE AGREEMENT

March 3, 2003

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

March 3, 2003

The parties to this agreement are TOIC Holdings, LLC ("TOIC Holdings"), GEM Communications Holding, LLC ("GEM Holding") each of which is a Delaware limited liability company (collectively, the "Sellers"), and Ascend Media, LLC a Delaware limited liability company ("Buyer").

GEM Holding owns all of the outstanding membership interests in GEM Communications, LLC, a Delaware limited liability company ("GEM Communications") and TOIC Holdings owns all of the outstanding membership interests in Atwood Publishing, LLC, a Delaware limited liability company ("Atwood," together with GEM Communications, the "Companies," and each individually, a "Company").

This agreement provides for the purchase by Buyer of all of the outstanding membership interests in GEM Communications (the "GEM Membership Interests") and all of the outstanding membership interests in Atwood (the "Atwood Membership Interests"), in exchange for an aggregate of \$24,750,000 million (subject to a working capital adjustment). The GEM Membership Interests and the Atwood Membership Interests are collectively referred to as the "Membership Interests."

Accordingly, it is agreed as follows:

1. Purchase of Membership Interests.

1.1 Purchase of Membership Interests. At the closing referred to in section 2, GEM Holding shall transfer to Buyer and Buyer shall acquire from GEM Holding all of the GEM Membership Interests, and TOIC Holdings shall transfer to Buyer and Buyer shall acquire from TOIC Holdings all of the Atwood Membership Interests, for an aggregate purchase price of \$24,750,000 (the "Base Consideration"). The Base Consideration shall be subject to adjustment as provided in section 1.2 and payable as provided in section 1.4.

1.2 Working Capital Adjustment. The Base Consideration shall be subject to adjustment as follows:

(a) if as of the close of business on February 28, 2003 (the "Determination Time") the aggregate amount of the current assets of the Companies and their Subsidiaries (as defined in section 3.3) minus the aggregate amount of the current liabilities of the Companies and their Subsidiaries, taken as a whole, exceeds \$451,160 (the "Minimum Working Capital"), the Base Consideration shall be increased by the amount of that excess;

(b) if as of the Determination Time the aggregate amount of the current assets of the Companies and their Subsidiaries minus the aggregate amount of the current liabilities of the Companies and their Subsidiaries, taken as a whole, is less than the Minimum Working Capital but greater than zero, the cash portion of the Base Consideration shall be decreased by the amount of that shortage;

(b) all notes and agreements relating to any indebtedness of either Company or any of the Subsidiaries; (c) all leases or other rental agreements under which either Company or any of the Subsidiaries is either lessor or lessee that provide for annual lease payments in excess of \$25,000 individually or are otherwise material to the operations of the business of either Company or any of the Subsidiaries; (d) all employment and consulting agreements that provide for compensation in excess of \$50,000 a year; (e) all collective bargaining or similar labor agreements; (f) all agreements with any person containing any provision or covenant prohibiting or limiting the ability of any Company or any Subsidiary to engage in any business activity or compete with any person or prohibiting or limiting the ability of any person to compete with the Companies or any Subsidiary; (g) all partnership, joint venture, shareholders' or other similar agreements; (h) all agreements relating to (A) the future disposition or acquisition of any assets and properties, other than dispositions or acquisitions in the ordinary course of business consistent with past practice, and (B) any merger or other business combination; (i) all agreements between or among the Companies or any Subsidiary, on the one hand, and Sellers, any officer, director or affiliate (other than the Companies or any Subsidiary) of Sellers, on the other hand; and (j) all other agreements, commitments and understandings (written or oral) that require payment by or to either Company or any of the Subsidiaries of more than \$50,000 individually or cannot be terminated by their terms on less than 30 days' notice without liability. True and complete copies of all of the leases, commitments and other agreements referred to on schedules 3.13 and 3.14 have been made available to Buyer prior to execution of this agreement.

3.14 Agreements Regarding Employees. Schedule 3.14 contains a true and complete list of the name, job description and current annual compensation of all employees of each Company and each of the Subsidiaries.

3.15 Status of Agreements. All leases, commitments and other agreements of either Company or any of the Subsidiaries were entered into in connection with and in the ordinary course of business. Each of the agreements, commitments and leases referred to on schedules 3.13 and 3.14 is presently in full force and effect and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms and no condition exists that, with notice or lapse of time or both, would constitute a default by either Company or any of the Subsidiaries or, to the best of the Knowledge of the Sellers, any other party to any of those agreements.

3.16 Intellectual Property. Schedule 3.16 contains a true and complete list of the trademarks, registered marks, trade names, copyrights, patents, trade secrets, web sites and domain names owned or used by either Company or any of the Subsidiaries in its business and all patent, copyright, trademark, registered marks and domain name registrations or registration applications that have been obtained or filed by each Company or any of the Subsidiaries (collectively, and together with databases and logos, "Intellectual Property"). With respect to each Company, such Company or its respective Subsidiaries own or possess adequate licenses or other rights to use, free and clear of any Liens, all of its Intellectual Property. The Intellectual Property is all intellectual property necessary for the continued operation of the business of each Company and its Subsidiaries in a manner substantially consistent with past practices. Except as set forth on schedule 3.16, (a) to the Knowledge of the Sellers there is no

violation by others of any right of either Company or any of the Subsidiaries with respect to its Intellectual Property, (b) to the Knowledge of the Sellers neither of the Companies nor any of the Subsidiaries is infringing in any material respect upon any Intellectual Property or other rights of any third party, including, but not limited to, by either of the Company's or any of the Subsidiaries' use of the Intellectual Property; (c) no proceedings are pending or, to the Knowledge of the Sellers, threatened, and no claim has been received by either Company or any of the Subsidiaries or any of the Sellers alleging any such violation; (d) no royalty or similar fee of any kind is payable by either Company or any of the Subsidiaries for the use of any of the Intellectual Property; (e) neither of the Companies nor any of the Subsidiaries has granted any person or entity any interest, as licensee or otherwise, in or to any one or more items of the Intellectual Property; (f) each Company and its respective Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of their trade secrets; (g) all registrations with and applications to governmental or regulatory authorities in respect of such Intellectual Property are valid and in full force and effect and are not subject to the payment of any taxes or maintenance fees or the taking of any other actions by the Companies or any of the Subsidiaries to maintain their validity or effectiveness; (h) there are no restrictions on the direct or indirect transfer of any agreement, or any interest therein, held by the Companies or any of the Subsidiaries in respect of such Intellectual Property and (i) neither of the Companies nor any of the Subsidiaries are, or has received any notice that they are, in default (or with the giving of notice or lapse of time or both, would be in default) under any agreement to use such Intellectual Property.

3.17 Labor Matters. Each Company and each of the Subsidiaries is in material compliance with all applicable laws and regulations regarding employment and employment practices, terms and conditions of employment and wages; (b) neither the Company nor any of the Subsidiaries is engaged in any unfair labor practice, and there is no unfair labor practice charge or complaint against either Company or any of the Subsidiaries pending before the National Labor Relations Board, the labor relations board or comparable body of any state or foreign jurisdiction, or any court or tribunal, and, to the best of the Knowledge of the Sellers, none is or has been threatened; and (c) there is no labor strike, dispute, request for representation, slowdown or stoppage actually pending against or affecting either Company or any of the Subsidiaries and, to the Knowledge of the Sellers, none is or has been threatened. No employee of either Company or any of the Subsidiaries is represented by any union or other collective bargaining agent and there is no collective bargaining or other labor agreement with respect to those employees. The Sellers have not received any information that would lead them to believe that a material number of either Company's or any subsidiary's employees will or may cease to be employees because of the consummation of the transactions contemplated by this agreement.

3.18 Employee Benefits.

(a) Schedule 3.18 sets forth a true and complete list of all "employee benefit plans," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other material bonus, incentive, profit sharing, pension, severance, employment, change in control, deferred compensation, health, life, stock option, disability plans, programs, agreements or arrangements (a) maintained,

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FROM :

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(a) "Affiliate" means, in relation to any person or entity, any person or entity directly or indirectly controlling, controlled by, or under common control with, that person or entity;

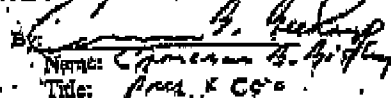
(b) "Knowledge of the Sellers" or "Known to the Sellers" means the actual or constructive knowledge of any officer, director or executive employee of the Sellers, either Company or any Subsidiary;

(c) "Knowledge of the Buyer" or "Known to the Buyer" means the actual or constructive knowledge of any officer, director or employee of the Buyer;

(d) "Saddle Period" shall mean any tax period that begins before and ends after the Closing Date;

(e) "Tax or Taxes" shall mean all taxes, levies, fees and assessments of any kind imposed by any taxing authority, whether US federal, state or local or foreign, including without limitation, income, franchise, gross receipts, property, withholding, employee wage withholding or similar taxes, and shall include any interest, penalties or other additions to such Taxes.

ASCEND MEDIA, LLC

By:   
Name: Christopher B. Gifford  
Title: Pres. & CEO

TOIC HOLDINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GEM COMMUNICATIONS HOLDING, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(d) "Straddle Period" shall mean any tax period that begins before and ends after the Closing Date.

(e) "Tax or Taxes" shall mean all taxes, levies, fees and assessments of any kind imposed by any taxing authority, whether US federal, state or local or foreign, including without limitation, income, franchise, gross receipts, property, withholding, employee wage withholding or similar taxes, and shall include any interest, penalties or other additions to such Taxes.

ASCEND MEDIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TOIC HOLDINGS, LLC

By: B. Meyer  
Name: Brian Meyer  
Title: Vice President

GEM COMMUNICATIONS HOLDING, LLC

By: B. Meyer  
Name: Brian Meyer  
Title: Vice President

**SCHEDULES  
TO THE  
MEMBERSHIP INTEREST  
PURCHASE AGREEMENT\***

February 28, 2002

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- \* The disclosure of any fact or item in the attached schedules shall not be deemed to constitute an acknowledgement that any such item is required to be disclosed or is material to the representations and warranties in the Purchase Agreement. Disclosure of any fact or item in one or more schedules shall be deemed to be incorporated by reference as disclosure for purposes of all other schedules.



### Schedule 3.16 Intellectual Property

Schedules 3.13 and 3.20 are incorporated herein by reference

Substantially all of the Company's and the Subsidiaries Intellectual Property has been pledged to The Bank of New York, as Administrative Agent pursuant to a Security Agreement dated October 9, 1997 (as amended). The Liens will be released on or prior to the Closing Date.

#### U.S. Trademark (registered)

Entity: Atwood Publishing, LLC

Mark	Regis. No.	Regis. Date	Status
PRESENTING COMMUNICATIONS	2,595,657	7/16/2002	Active (not being used)

Entity: Expo Magazine, LLC

Mark	Regis. No.	Regis. Date	Status
EXPO	1,681,664	3/31/1992	Active
EXPO U	1,973,070	5/21/1998	Active
EXPOWEB	2,016,538	11/12/1996	Inactive

Entity: GEM Communications, LLC

Mark	Regis. No.	Regis. Date	Status
CASINO JOURNAL	2,163,497	6/9/1998	Active
CASINO OPS	2,297,154	11/30/1999	Active
GAMETECH	2,140,739	3/3/1998	Active
IGWB	2,194,887	10/13/1998	Active
INTERNATIONAL GAMING & WAGERING BUSINESS	2,278,684	9/21/1999	Active
NEVADA GAMING NEWS	2,110,092	10/28/1997	Active
NEVADA HOSPITALITY	2,095,258	9/9/1997	Active
NORTHERN GAMING SUMMIT	2,495,735	10/9/2001	Active
RIVERBOAT GAMING NEWS	2,223,301	2/9/1999	Inactive
SOUTHERN GAMING SUMMIT	2,495,736	10/9/2001	Active
WORLD GAMING CONGRESS AND EXPO	1,485,436	4/19/1988	Active
NEW YORK GAMING SUMMIT	2,647,530	11/5/02	Active

U.S. Trademarks (pending)

Entity: Atwood Publishing, LLC

Mark	Serial No.	Filing Date	Status
Pro AV	76/380,763	3/8/2002	Active

Entity: GEM Communications, LLC

Mark	Serial No.	Filing Date	Status
GREATER ATLANTIC CITY CHAMBER OF COMMERCE BUSINESS EXPO	75/918,816	2/14/2000	Active