

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Ziff Davis Media Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 10/1/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ziff Davis Publishing Holdings Inc.

Internal Address: 12th Floor

Street Address: 28 East 28th Street

City: New York

State: New York

Country: USA Zip: 10016

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Delaware
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,828,169

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Tara Garfinkle

Internal Address: 12th Floor, Legal Dept.

Street Address: 28 East 28th Street

City: New York

State: New York Zip: 10016

Phone Number: 212-503-3554

Fax Number: 212-503-3560

Email Address: tara_garfinkle@ziffdavis.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501540

Authorized User Name Tara Garfinkle

9. Signature:

Tara Garfinkle
Signature

10/1/2004
Date

Tara Garfinkle
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 601640 2828169

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
DESKTOP PUBLISHERS JOURNAL	5/26/1998	2,161,112
WEB DESIGNER	5/18/1999	2,246,756
IMPACT AWARDS	8/19/1997	2,088,803
PUBLISH	8/13/1996	1,993,302
PUBLISH RGB	5/18/1998	2,157,971
PUBLISH & Design	7/23/1991	1,651,457
PDFZONE	12/5/2000	2,409,862
DIGITAL PHOTO WORLD	10/31/2000	2,400,492

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 1, 2004 ("Effective Date") by and between Ziff Davis Media Inc., a Delaware Corporation, with its principal office at 28 East 28th Street, New York, NY 10016 ("Assignor"), and Ziff Davis Publishing Holdings Inc., a Delaware Corporation, with its principal office at 28 East 28th Street, New York, NY 10016 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement by and among Ziff Davis Media Inc., Connexus Media Inc., Bth Management, LLC, Jarlin Media, LLC, InternetBiz.Net, LLC, Web Buyers Guide, LLC and Barry Harrigan dated October 1, 2004 (the "Agreement");

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

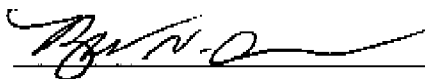
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution

of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

Ziff Davis Media Inc.



Name: Bart Catalane

Title: President & COO

Ziff Davis Publishing Holdings Inc.



Name: Bart Catalane

Title: President & COO

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

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