

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/31/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VNU Business Media, Inc.		12/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DCA Business Media LLC
Street Address:	c/o Frankfurt Kurnit Klein & Selz, P.C.
Internal Address:	488 Madison Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1838679	SHOOT
Registration Number:	2455355	SHOOTONLINE

CORRESPONDENCE DATA

Fax Number: (212)593-9175
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-826-5558
 Email: hgeier@fkks.com
 Correspondent Name: Hilary S. Geier
 Address Line 1: Frankfurt Kurnit Klein & Selz, P.C.
 Address Line 2: 488 Madison Avenue, 9th Floor
 Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Edward H. Rosenthal
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Signature:

/ehr8022/

Date:

03/11/2005

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of December 31, 2004, by and between VNU Business Media, Inc., a Delaware corporation ("Assignor"), and DCA Business Media LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 31, 2004 (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Assignor desires to sell, transfer, assign, convey and deliver (or cause to be sold, transferred, assigned, conveyed and delivered) to Assignee all of Assignor's right, title, and interest in and to all of the Acquired Intellectual Property of Assignor (collectively, the "Intellectual Property"), which includes, without limitation, those items of Intellectual Property listed on Annex A hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, it is agreed as follows:

1. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Assignor covenants and agrees that, at the time of the execution and delivery of this Assignment, to the best of its knowledge, it is the sole and exclusive owner of the Intellectual Property and it possesses and will possess the unencumbered right and authority to make this Assignment.

3. Assignor agrees to assist Assignee, in a commercially reasonable manner and at Assignee's expense, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with

the terms of this instrument. 5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York. Each party irrevocably and unconditionally submits for itself and its property in any legal suit, action or proceeding relating to this Agreement to the exclusive jurisdiction of the federal and state courts located in the Southern District of New York, and appellate courts having jurisdiction of appeals from the foregoing. All claims in respect of any such suit, action or proceeding shall be exclusively heard and determined, to the extent permitted by law, in those courts.

6. Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to the provisions of the Asset Purchase Agreement, and if and to the extent they are inconsistent, the provisions of the Asset Purchase Agreement shall control.

Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York. Each party irrevocably and unconditionally submits for itself and its property in any legal suit, action or proceeding relating to this Agreement to the exclusive jurisdiction of the federal and state courts located in the Southern District of New York, and appellate courts having jurisdiction of appeals from the foregoing. All claims in respect of any such suit, action or proceeding shall be exclusively heard and determined, to the extent permitted by law, in those courts.

6. Notwithstanding anything herein to the contrary, the provisions of this Assignment shall be subject to the provisions of the Asset Purchase Agreement, and if and to the extent they are inconsistent, the provisions of the Asset Purchase Agreement shall control.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR

VNU Business Media, Inc.

By:  _____

Name: Howard Lander
Title: Chief Operating Officer

ASSIGNEE

DCA Business Media LLC

By: _____

Name: Roberta Griever Giannone
Title: Managing Member

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR:

VNU BUSINESS MEDIA, INC.

By: _____
Name:
Title:

ASSIGNEE:

DCA BUSINESS MEDIA LLC

By: Roberta Grier Giannone
Name: Roberta Grier Giannone
Title: Managing Member

Annex A

INTELLECTUAL PROPERTY

Registered Trademarks, Service Marks and Trade Names

Mark: SHOOT

Date of first use: 1990/07/06

Registration Number: 1,838,679

Registration Date: 1994/06/07

Goods & Services:

16 - WEEKLY NEWS MAGAZINE FOR THE COMMERCIAL PRODUCTION INDUSTRY COVERING ALL PRODUCTION AND POST PRODUCTION ASPECTS AND PHRASES OF TV COMMERCIALS AND CORPORATE TV.

Mark: SHOOTONLINE

Date of first use: 1991/10/01

Registration Number: 2,455,355

Registration Date: 2001/05/29

Status: Registered

Goods & Services:

42 - COMPUTER SERVICES, NAMELY, PROVIDING ON-LINE MAGAZINES FOR THE COMMERCIAL PRODUCTION INDUSTRY COVERING ALL PRODUCTION AND POST PRODUCTION ASPECTS AND PHRASES OF TV COMMERCIALS AND CORPORATE TV.