

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Media Group LLC		03/01/2005	limited liability company:
RECEIVING PARTY DATA			
Name:	Jobson Publishing LLC		
Street Address:	1515 Broad Street		
City:	Bloomfield		
State/Country:	NEW JERSEY		
Postal Code:	07003		
Entity Type:	limited liability company:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2205697	OPTISTOCK	
Registration Number:	2469160	INVESTMENTS IN SIGHT	
CORRESPONDENCE DATA			
Fax Number:	(973)494-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973-494-5900		
Email:	jfriedman@jobson.com		
Correspondent Name:	Jessica R. Friedman		
Address Line 1:	1515 Broad Street		
Address Line 2:	Jobson Publishing LLC		
Address Line 4:	Bloomfield, NEW JERSEY 07003		
NAME OF SUBMITTER:	Jessica R. Friedman		
Signature:	/Jessica R. Friedman/		
Date:	04/18/2005		

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Total Attachments: 3

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MUTUAL BILL OF SALE

THIS MUTUAL BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 1, 2005, is by and between Jobson Publishing, LLC, a Delaware Limited Liability Company ("Jobson"), and Access Media Group L.L.C. ("Access Media" and "AMG").

WHEREAS, Access Media operates an unincorporated business OptiStock which makes available financial news and information regarding companies in the optical industry (the "OptiStock Business"); and

WHEREAS, the OptiStock Business includes certain assets more particularly described below (the "OptiStock Assets"); and

WHEREAS, Jobson owns membership interests in Access Media constituting two percent (2%) of the outstanding membership interests in the Company (the "Jobson AMG Units"); and

WHEREAS, Jobson desires to acquire the OptiStock Assets from Access Media, and Access Media wants to acquire the Jobson AMG Units from Jobson;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Access Media hereby transfers and assigns to Jobson and its successors and assigns forever, free and clear on any liens, encumbrances or other claims, all of its right, title and interest to the OptiStock Assets, which consist of the following:

- (a) The domain OptiStock.com and accompanying website (the "Website");
- (b) the following registered trademarks: (i) OptiStock, Reg. No. 2205697; and (ii) Investments in Sight, Reg. No. 2469160 (the "Marks");
- (c) any and all copyrights with respect to the current and past content of the Website and any publications issued or published in connection with the OptiStock Business, including without limitation all current and past issues of MarketWatch and Investments in Sight;
- (d) the contents of the Website and the site template developed by Access Media for profiles on the Website;
- (e) the graphics template developed by Access Media and used for the newsletter published by the OptiStock Business;
- (f) online and print issue archives of publications and information developed by the OptiStock Business;
- (g) any goodwill associated with the Marks or the OptiStock Business; and
- (h) lists of customers and vendors of the OptiStock Business.

Access Media shall retain and satisfy any and all liabilities related to the

OptiStock Business which become due or arise prior to the date of this Bill of Sale, and Jobson shall be solely responsible for and shall satisfy any and all liabilities related to the OptiStock Business which become due or arise after the date of this Bill of Sale.

2. Access Media shall duly execute and deliver or cause to be executed and delivered all instruments of transfer and assignment, and all notices, releases, acquittances, and other documents that may be necessary more fully to transfer and assign to Jobson the OptiStock Assets and rights and interests thereunder.

3. Access Media and its successors and assigns covenant to and agree with Jobson to warrant and defend the foregoing transfer and assignment of the OptiStock Assets to Jobson and its successors and assigns against all claims and demands.

4. Access Media hereby agrees to cooperate with Jobson, at no additional expense to Access Media, in connection with:

(a) the enforcement by Jobson of any claim or right of any kind in or to the OptiStock Assets;

(b) the defense and compromise of any and all actions, suits or proceedings in respect of the OptiStock Assets to which Jobson is a party; and

(c) any other acts and things in relation to the OptiStock Assets that Jobson reasonably deems necessary.

5. Jobson hereby transfers and assigns to Access Media and its successors and assigns forever, all of its right, title and interest to the Jobson AMG Units, free and clear of any liens, encumbrances, or other claims. Jobson shall retain and satisfy any and all liabilities arising out of its ownership of the Jobson AMG Units which accrue or arise prior to the date of this Bill of Sale, and Access Media shall be solely responsible for and shall satisfy any and all liabilities related to the Jobson AMG Units which become due or arise after the date of this Bill of Sale.

6. Jobson shall duly execute and deliver or cause to be executed and delivered all instruments of transfer and assignment, and all notices, releases, acquittances, and other documents that may be necessary more fully to transfer and assign to Access Media the Jobson AMG Units and rights and interests thereunder.

7. Jobson and its successors and assigns covenant to and agree with Access Media to warrant and defend the foregoing transfer and assignment of the Jobson AMG Units to Access Media and its successors and assigns against all claims and demands.

8. Jobson hereby agrees to cooperate with Access Media, at no additional expense to Jobson, in connection with:

- (a) the enforcement of any claim or right of any kind in or to the Jobson AMG Units;
- (b) the defense and compromise of any and all actions, suits or proceedings in respect of the Jobson AMG Units; and
- (c) any other acts and things in relation to the Jobson AMG Units that Jobson reasonably deems necessary.

9. This Agreement and the sale, transfer, conveyance, assignment, and delivery provided herein shall be effective as of 9:00 AM., New York, New York time, on the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Jobson Publishing LLC

By *Man R. Fran*
 Its *Executive Vice President*

Access Media L.L.C.

By *[Signature]*
 Its *Partner*