

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chemical Week Associates, LLC		03/31/2004	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Access Intelligence, LLC		
<b>Street Address:</b>	4 Choke Cherry Road		
<b>City:</b>	Rockville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20850		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	532465	CHEMICAL ENGINEERING	
Registration Number:	506101	THE CEMENTATOR	
Registration Number:	641420	CHEMICAL WEEK	
Registration Number:	1402131	MODERN PAINT & COATINGS	
Registration Number:	1402133	PAINT RED BOOK	
Registration Number:	2841924	SOAP & COSMETICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)629-4013		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-695-8100		
<b>Email:</b>	jmost@goetzfitz.com		
<b>Correspondent Name:</b>	Jack L. Most, Esq.		
<b>Address Line 1:</b>	One Penn Plaza		
<b>Address Line 2:</b>	Suite 4401		
<b>Address Line 4:</b>	New York, NEW YORK 10119		

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NAME OF SUBMITTER:	Jack L. Most
Signature:	/jlm/
Date:	07/14/2005
Total Attachments: 3 source=ChemicaltoAI.assign.1#page1.tif source=ChemicaltoAI.assign.2#page1.tif source=ChemicaltoAI.assign.3#page1.tif	

**CONTRIBUTION AGREEMENT**

**Dated as of March 31, 2004**

The parties to this agreement are Access Intelligence, LLC, a Delaware limited liability company formerly known as PBI Media, LLC ("the Company"), and Chemical Week Associates, LLC, a Delaware limited liability company ("CWA").

This agreement provides for the contribution by CWA to the Company, in exchange for a membership interest in the Company, of all of its assets and business (except for certain excluded assets), on the terms set forth in this agreement.

Accordingly, the parties agree as follows:

**1. Contributions of Assets.**

**1.1 Contributions in Exchange for Member Interests.** CWA hereby contributes, assigns and transfers to the Company, and the Company hereby accepts and acquires, all of their respective businesses and assets (excluding only the assets referred to in section 1.2 of this agreement). The Company shall issue to CWA, in exchange for the assets contributed by CWA, a 35.5374% Percentage Interest. The rights and obligations of the parties with respect to their membership interests in the Company are set forth in the Company's limited liability company agreement dated as of March 31, 2004.

**1.2 Excluded Assets.** Any lease, agreement or other commitment that requires consent to assignment, for which such consent is not obtained, shall be retained by CWA and not transferred or assigned to the Company.

**2. Assumption of Obligations.**

The Company hereby assumes and agrees to pay, perform and discharge when due, (a) all of CWA's respective obligations and liabilities under the agreements, leases, commitments and orders assigned by them to the Company hereunder, to the extent that they remain unperformed or unfulfilled on, or by their terms continue after, the date hereof, and (b) all other liabilities and obligations of CWA.

**3. Further Agreements of the Parties.**

**3.1 Consents; Assignments of Agreements.** CWA shall use its best efforts to obtain at the earliest practicable date, by instruments in form and substance satisfactory to the other, all consents and approvals required to assign to the Company the rights of CWA under any lease, agreement or other commitment that requires consent to assignment, without any condition adverse to the Company or the operation of its business, but if any consent is not obtained (and, accordingly, pursuant to section 1.2 the lease, agreement or commitment is excluded from the assignment to the Company), CWA shall keep it in effect and shall use its best efforts to give the Company the benefit of it to the same extent as if it had been assigned, and the

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Company shall perform the obligations under the agreement relating to the benefit obtained by the Company. Nothing in this agreement shall be construed as an attempt to assign any agreement or other instrument that is by its terms nonassignable without the consent of the other party.

3.2 Expenses. The Company shall bear all expenses in connection with the negotiation and preparation of this agreement and in connection with the transactions contemplated by this agreement.

3.3 Further Assurances. At any time and from time to time after the date hereof, each of the parties shall, without further consideration, execute and deliver such additional instruments of transfer and assumption, and shall take such other action, as the other may reasonably request, to carry out the transactions contemplated by this agreement and effect an orderly transition to the Company of CWA's business and assets.

3.4 Employee Matters. The Company shall offer employment, commencing as of the date hereof, to all of the employees of CWA.

3.5 Assumption re Valuation. The determination to issue a 34.5% Percentage Interest in the Company to CWA was based on a determination by PBI and CWA and their respective owners of the relative fair market values of the businesses of PBI and CWA. If it is subsequently determined that there were any facts or circumstances as of the date hereof that materially affected the relative fair market values of the businesses of PBI and CWA that were unknown to the parties, the parties shall negotiate in good faith a reallocation of the Percentage Interests in the Company to fairly reflect the relative fair market values of the businesses of PBI and CWA taking into account such newly discovered facts and circumstances.

4. Miscellaneous.

4.1 Notices. Any notice or other communication under this agreement shall be in writing and shall be considered given when delivered personally or sent by facsimile, one business day after being sent by a major overnight courier, or four days after being mailed by registered mail, return receipt requested, to the parties at the addresses or facsimile numbers set forth below (or at such other address or facsimile number as a party may specify by notice to the other):

If to the Company:

c/o VS&A Communications Partners III, L.P.  
350 Park Avenue  
New York, New York 10022  
Att: Hal Greenberg

If to CWA:

c/o VS&A Communications Partners II, L.P.  
350 Park Avenue  
New York, New York 10022  
Att: Hal Greenberg

4.2 Entire Agreement. This agreement contains a complete statement of all the arrangements among the parties with respect to its subject matter, supersedes any previous agreements among them relating to that subject matter, and cannot be changed or terminated orally.

4.3 Governing Law. This agreement shall be governed by and construed in accordance with the law of the State of New York applicable to agreements made and to be performed in New York.

4.4 Assignment. No party may assign any of its rights or delegate any of its duties under this agreement without the consent of the others.

4.5 Headings. The section headings of this agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this agreement.

ACCESS INTELLIGENCE, LLC

By: 

CHEMICAL WEEK ASSOCIATES LLC

By: 