

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
TechOnline, Inc.		08/17/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	CPM Media LLC
Street Address:	600 Community Drive
City:	Manhasset
State/Country:	NEW YORK
Postal Code:	11030
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2577742	OSEE ONLINE SYMPOSIUM FOR ELECTRONICS ENGINEERS
Registration Number:	2641808	OSEE
Registration Number:	2692023	EDANET
Registration Number:	2485211	ANALOGNET
Registration Number:	2496144	WWW.TECHONLINE.COM
Registration Number:	2548457	SOCNET
Registration Number:	2600349	EMBEDDEDNET
Registration Number:	2410815	EMBEDDEDNET
Registration Number:	2557834	ANALOGNET
Registration Number:	2550771	SOCNET
Registration Number:	2840513	APPLIANCENET
Registration Number:	2462760	TECHONLINE PRIVATE CAMPUS
Registration Number:	2281174	TECHONLINE UNIVERSITY

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Registration Number:	2357865	EDANET
Registration Number:	2126177	TECHONLINE VIRTUALAB
Registration Number:	2220651	TECHONLINE
Registration Number:	2512371	DO
Registration Number:	2584737	DEVELOPONLINE DO
Registration Number:	2590816	DEVELOPONLINE

CORRESPONDENCE DATA

Fax Number: (212)309-6001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-309-6072
Email: trademarks@morganlewis.com
Correspondent Name: Jeffrey H. Greene
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attn.: TMSU
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Margaret A. Delacruz
Signature:	/Margaret A. Delacruz/
Date:	08/23/2005

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Agreement"), dated as of August 17, 2005 (the "Effective Date"), by and between TechOnline, Inc., a Delaware corporation ("Assignor"), and CMP Media LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of the date hereof (the "APA"), providing for, among other things, the sale, assignment, transfer, conveyance and delivery by Assignor of all of Assignor's right, title and interest in, to and under certain assets, including the trademarks and/or tradenames set forth on Schedule A hereto (collectively, the "Marks").

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Marks.

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in, to and under the Marks, together with all goodwill associated therewith. If any conflict exists between the terms of this Agreement and the terms of the APA, the terms of the APA shall govern and control.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Each of the Assignor and the Assignee shall execute such documents and other instruments and take such further actions as may reasonably be required or desirable to carry out the provisions hereof and consummate the transactions contemplated by this Agreement.
4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.
5. Governing Law. This Agreement and the Schedules hereto shall be governed by and interpreted and enforced in accordance with the Laws of the State of New York, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

6. Counterparts. This Agreement may be executed in counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile signatures.

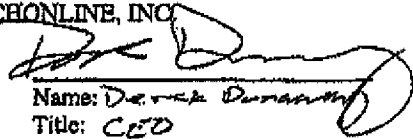
7. Entire Agreement. This Agreement and the Schedules to this Agreement, together with the APA and its Exhibits and Schedules, set forth the entire understanding of the parties hereto with respect to the transactions contemplated by this Agreement. All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by the APA and this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TECHONLINE, INC

By:


Name: Derek Dunaway
Title: CEO

CMP MEDIA LLC

By:

Name:
Title:


[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

TECHONLINE, INC.

By: _____
Name:
Title:

CMP MEDIA LLC

By: 
Name: John Day
Title: Executive VP / CFO

[Signature page to Trademark Assignment]

SCHEDULE A

Mark	Registration No./Application No.
OSEE ONLINE SYMPOSIUM FOR ELECTRONICS ENGINEERS Plus Design	2,577,742
OSEE	2,641,808
EDANET	2,692,023
ANALOGNET	2,485,211
WWW.TECHONLINE.COM Plus Design	2,496,144
SOCNET	2,548,457
EMBEDDEDNET	2,600,349
EMBEDDEDNET	2,410,815
ANALOGNET	2,557,834
SOCNET	2,550,771
APPLIANCENET	2,840,513
TECHONLINE PRIVATE CAMPUS	2,462,760
TECHONLINE UNIVERSITY	2,281,174
EDANET	2,357,865
TECHONLINE VIRTUALAB	2,126,177
TECHONLINE	2,220,651
DO Plus Design	2,512,371
DEVELOPONLINE DO Plus Design	2,584,737
DEVELOPONLINE	2,590,816