

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
Primedia Business Magazines & Media Inc.	FORMERLY Intertec Publishing Corporation	08/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lobo's Services, Inc.
Street Address:	8751 East Hampden Avenue
Internal Address:	Unit B1
City:	Denver
State/Country:	COLORADO
Postal Code:	80231
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1919651	COAL
Registration Number:	2161406	COAL AGE
Registration Number:	1936746	COAL MINE DIRECTORY
Registration Number:	1994442	E&MJ INTERNATIONAL DIRECTORY OF MINING
Registration Number:	408353	ENGINEERING AND MINING JOURNAL
Registration Number:	2286852	MINING EQUIPMENT DIGEST
Registration Number:	1882190	KEYSTONE COAL INDUSTRY MANUAL

CORRESPONDENCE DATA

Fax Number: (303)368-0070
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303.751.5370
 Email: pjohnson@mining-media.com
 Correspondent Name: Peter Johnson

OP \$190.00 1919651

Address Line 1: 8751 East Hampden Avenue
Address Line 2: Unit B1
Address Line 4: Denver, COLORADO 80231

NAME OF SUBMITTER:	Alan S. Thompson
Signature:	/Alan S. Thompson/
Date:	08/29/2005

Total Attachments: 8
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PRIMEDIA Business Magazines & Media Inc.
745 Fifth Avenue
New York, NY 10151

June 19, 2003

Lobo's Services, Inc.
c/o Peter Johnson
10 Sedgwick Drive
Englewood, CO 80110

Re: *Coal Age; Engineering and Mining Journal*
Letter Agreement re Asset Sale and License Transaction

Dear Peter:

PRIMEDIA Business Magazines & Media Inc. (formerly known as Intertec Publishing Corporation) ("PRIMEDIA"), publisher of *Coal Age* (final issue to be published by PRIMEDIA, the July 2003 cover date issue, hereinafter referred to as the "Final PRM Issue" with respect to *Coal Age*) and *Engineering and Mining Journal* (final issue published by PRIMEDIA, the June 2003 cover date issue, hereinafter referred to as the "Final PRM Issue" with respect to *Engineering and Mining Journal*) (the "Magazines") and *Keystone Coal Industry Manual* (the "Directory"; together with the Magazines, the "Publications"), and Lobo's Services, Inc. ("Buyer"), wish to enter into certain transactions as further described below. Accordingly, PRIMEDIA and Buyer hereby agree as follows:

1. Assets Being Sold. Subject to the terms and conditions set forth herein, PRIMEDIA agrees to sell, transfer, convey, assign and deliver to Buyer, and Buyer agrees to purchase, acquire, assume and accept from PRIMEDIA (the "Purchase and Sale"), on the Closing Date (as defined in Section 2 below), all of PRIMEDIA's right, title and interest in and to the following assets, as the same shall exist on the Closing Date (collectively, the "Assets"):

(a) the Publications (including, without limitation, the name and title of each thereof);

(b) the paid and controlled circulation lists for each Magazine (including, without limitation, non-renewals since July 1, 2002) as maintained by PRIMEDIA on the date hereof (collectively, the "Circ Lists");

(c) the list of all of PRIMEDIA's forward advertising bookings with respect to the Magazines (the "Ad Bookings List") and the rights and revenues associated with such bookings for advertising in issues published following the Final PRM Issue of each Magazine;

(d) all other existing customer lists (including, without limitation, advertiser, e-mail and other promotional lists) related to the Publications (collectively with the Circ Lists and the Ad Bookings List, the "Transferred Lists");

(e) (i) any and all trademarks, styles, logos and designs associated with the Publications (together with all registrations and applications for registration for any of the foregoing), including, without limitation, the Marks (as defined in Section 5(b) below)

and the e-newsletter names and titles "Coal Conveyer" and "E&MJ Fieldnotes," respectively, and (ii) all goodwill associated with any of the foregoing;

(f) all copyrights in and to all issues of the Publications heretofore published (including all written materials, artwork, drawings, photographs, articles, editorials, manuscripts and other written or graphic work of any nature therein, whether in printed form or electronic or other computer media), including, in the case of written and other materials used but not owned by PRIMEDIA, its rights of use therein;

(g) all intellectual property and other rights of PRIMEDIA, if any, related exclusively to the *Longwall USA Exhibition and Conference*;

(h) all copies in PRIMEDIA's possession of past issues of the Directory;

(i) copies of all books and records of PRIMEDIA relating directly and exclusively to the Assets (collectively, the "Asset Books and Records");

(j) the domain names www.coalage.com, www.e-mj.com and www.longwallusa.com (the "URLs"); and

(k) the exhibit display and associated graphics used exclusively for the Magazines, to be delivered to Lobo's Services, Inc., 13544 Eads Road, Prairieville, LA 70769 (Tel. 225-673-9400).

2. The Closing. The Purchase and Sale shall be consummated (the date of such consummation in accordance with this Section 2, the "Closing Date") on the date hereof by the delivery of the Transferred Lists by or on behalf of PRIMEDIA to Buyer in a readily machine-readable format to be mutually agreed upon by the parties, in exchange for the payment by Buyer to an account designated by PRIMEDIA of United States dollars in immediately available funds in the amount of \$500,000 (the "Purchase Price"); provided that, for all purposes of this letter agreement, notwithstanding anything to the contrary contained herein, the "Closing Date" with respect to *Coal Age* shall be deemed to become effective immediately upon the shipment of the Final PRM Issue with respect thereto, which shall occur no later than August 1, 2003.

3. License Grant by Buyer; Exhibit Space from PRIMEDIA.

(a) Buyer hereby grants to PRIMEDIA, for a period of five years from and after the Closing Date (the "License Term"), so long as Buyer continues to publish a magazine titled *Coal Age* or *Engineering and Mining Journal*, as the case may be (or, in each case, a substantially similar title), a non-exclusive, fully-paid, worldwide, non-transferable license (without the right to sublicense) to use the then-current circulation list for such magazine (each, an "Updated Circ List"), solely for purposes of promoting the *International Coal Preparation Exhibition and Conference* (also known as *Coal Prep*) (the "Coal Prep Show") business of PRIMEDIA, consistent with past practice.

(b) In furtherance of the license granted pursuant to Section 3(a) above, every six months during the License Term (commencing on the date that is six months after the Closing Date), Buyer agrees to deliver to PRIMEDIA the Updated Circ List for each of *Coal Age* and *Engineering and Mining Journal*, as applicable, in a readily machine-readable format to be mutually agreed upon by the parties.

(c) PRIMEDIA agrees, so long as it continues to own and operate the Coal Prep Show, to provide a complimentary 200 net square foot exhibit space to Buyer at each Coal Prep Show presented during the License Term.

4. Excluded Assets; Circ List Rentals.

(a) For the avoidance of doubt, other than the Assets, no properties, rights or other assets relating to any of the Publications or otherwise owned by PRIMEDIA or any of its affiliates (including, without limitation, any and all deposits, revenues, accounts and accounts receivable and any and all intellectual property rights not expressly constituting Assets hereunder) shall be transferred to Buyer, and upon the consummation of the Purchase and Sale in accordance with this letter agreement, neither PRIMEDIA nor any of its affiliates shall have any obligation to make any payments or deliveries of any kind to Buyer.

(b) From and after the date hereof, PRIMEDIA shall take no orders from third parties for rentals of all or any portion of either Circ List; provided, however, that all income generated in respect of any such rentals made prior to the date hereof shall be for PRIMEDIA's account. PRIMEDIA agrees to forward to Buyer, at Buyer's expense, all orders received by PRIMEDIA or its agents from third parties from and after the date hereof for rentals of all or any portion of either Circ List.

5. Representations and Warranties.

(a) Each of PRIMEDIA and Buyer represents and warrants to the other party that (i) it is legally organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) it has the power and authority to execute, deliver and perform this letter agreement and the other agreements and instruments, if any, to be executed and delivered by it in connection with the transactions contemplated hereby (collectively, the "Transaction Documents") and the Transaction Documents constitute, or upon execution and delivery will constitute, valid and legally binding obligations of such party, enforceable against it in accordance with their respective terms, and (iii) to the best of its knowledge, there are no suits or proceedings pending or threatened against or affecting it which, if adversely determined, would have a material adverse effect on the Purchase and Sale.

(b) In addition, PRIMEDIA represents and warrants to Buyer that (i) Schedule 5(b) hereto sets forth the United States federal trademark registrations owned by PRIMEDIA and constituting Assets hereunder (the "Marks"), (ii) PRIMEDIA has good and marketable title to the Assets, free and clear of liens, and is the sole owner of the Marks and the URLs, and (iii) to the knowledge of PRIMEDIA, the Marks do not infringe on any trademarks or other intellectual property rights of any third party.

(c) Buyer acknowledges and agrees that (i) it is purchasing the Assets hereunder AS IS, WHERE IS, and it is not relying on any representations, warranties or other statements with respect to any of the Assets or otherwise hereunder, express or implied, including, without limitation, any warranty of merchantability, non-infringement or fitness for any particular purpose, other than (and no representation or warranty has been or is being made by PRIMEDIA except) as expressly set forth in Sections 5(a) and 5(b) above.

(d) Under no circumstances shall either party be liable to the other party for any indirect, incidental, consequential, special, exemplary or punitive damages (even if that party has been advised of the possibility of such damages), arising from any provision of this letter

agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business.

6. Indemnification.

(a) PRIMEDIA shall defend and indemnify and hold Buyer, its affiliates and their respective officers, directors, employees and agents harmless from and against any damages, costs, expenses (including reasonable attorneys' fees), judgments, settlements, penalties, liabilities or losses of any kind or nature resulting from any claim, cause of action, suit or other proceeding (each, a "Claim"), that arise from or relate or are attributable to (i) any breach or alleged breach of any of the representations and warranties made by PRIMEDIA pursuant to Section 5 above and (ii) any third-party Claims relating to the Assets, to the extent that the basis for such Claims arose prior to the Closing Date; provided, in each case, that, notwithstanding the foregoing, PRIMEDIA shall have no liability with respect to any of the foregoing to the extent relating to any actions or omissions by Buyer or any of its representatives from and after the Closing Date. Notwithstanding anything contained herein, in no event shall PRIMEDIA's aggregate liability pursuant to this Section 6(a) exceed the amount of the Purchase Price.

(b) Buyer shall defend and indemnify and hold PRIMEDIA, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all Claims that arise from or relate or are attributable to (i) any breach or alleged breach of any of the representations and warranties made by Buyer pursuant to Section 5 above and (ii) any third-party Claims relating to the Assets, to the extent that the basis for such Claims arose at any time on or after the Closing Date; provided, in each case, that, notwithstanding the foregoing, Buyer shall have no liability with respect to any of the foregoing to the extent relating to any actions or omissions by PRIMEDIA or any of its representatives prior to the Closing Date. Notwithstanding anything contained herein, in no event shall Buyer's aggregate liability pursuant to this Section 6(b) exceed the amount of the Purchase Price.

(c) Any party seeking indemnification hereunder (an "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party"): (i) reasonably prompt notice of the relevant Claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure, (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such Claim; and (iii) the right to control the defense and settlement of any such Claim; provided, however, that (A) the Indemnifying Party shall not, without the prior written approval of the Indemnified Party, settle or dispose of any Claim in any manner that adversely affects the Indemnified Party's rights or interests, and (B) the Indemnified Party shall have the right to participate in the defense at its own expense.

7. Certain Further Agreements of the Parties.

(a) Each of Buyer and PRIMEDIA agrees to execute such documents and take such further actions as the other party may reasonably request in order to carry out the provisions hereof, the orderly transfer of the Assets in accordance herewith and the transactions contemplated hereby, provided that in no event shall either party be required to incur any out-of-pocket expense in connection with the foregoing.

(b) Without limiting the generality of Section 7(a) above, PRIMEDIA agrees, for a period of one month following the Closing Date, to provide Buyer with reasonable access to Scott Bieda, solely to discuss the historical performance of the Assets, provide copies of Asset Books

and Records in accordance herewith and facilitate the orderly transfer of the Assets in accordance herewith.

(c) Each of Buyer and PRIMEDIA agrees not to issue any release or make any announcement to the public generally relating to the transactions effected hereby, except as mutually agreed or as may be required by law.

8. Miscellaneous.

(a) This letter agreement contains, and is intended as, a complete statement of all of the terms of the arrangements between the parties with respect to the matters provided for herein, and supersedes all prior agreements and understandings between the parties with respect to such matters.

(b) No provision of this letter agreement may be amended or modified except by an instrument in writing signed by both parties hereto. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. The failure of either party to enforce at any time any provision hereof shall not be construed to be a waiver of such provision, nor in any way to affect the validity hereof or of any part hereof or the right of either party thereafter to enforce each and every such provision.

(c) Any provision of this letter agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(d) This letter agreement (i) may be executed by the parties hereto in separate counterparts, and said counterparts taken together shall be deemed to constitute one and the same instrument, and (ii) may be delivered by facsimile transmission of said counterparts.

(e) THIS LETTER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF OR OF ANY OTHER STATE OR JURISDICTION.

(f) Each of PRIMEDIA and Buyer hereby irrevocably submits to the jurisdiction of any United States Federal Court (or, if such court shall not have jurisdiction, any New York State Court) sitting in New York City (and any appellate court therefrom) over any action or proceeding arising out of or relating to this letter agreement. Each of PRIMEDIA and Buyer hereby irrevocably waives any objection that it may have to venue and the defense of an inconvenient forum to the maintenance of such action or proceeding.

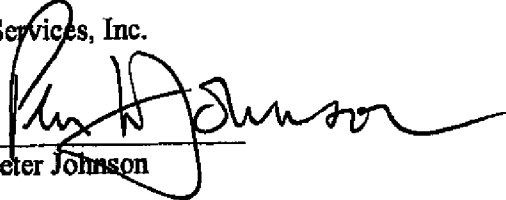
(g) Counsel for the parties have participated in the preparation and review of this Agreement, and have negotiated it on behalf of their respective clients. For purposes of construction, this letter agreement shall be deemed to have been drafted by all parties, and no ambiguity shall be resolved against any party by virtue of his, her or its participation in the drafting of this letter agreement.

Very truly yours,
PRIMEDIA Business Magazines & Media Inc.

By: _____
Name: Chistopher A. Fraser
Title: SVP - Law
Address: 745 Fifth Avenue, NY, NY 10151
Tel. No.: (212) 745-0100
Fax No.: (212) 745-0131

Accepted and agreed:

Lobo's Services, Inc.

By: 
Name: Peter Johnson
Title:
Address:
Tel. No.:
Fax No.:

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By: _____
Name: Peter Johnson
Title:
Address:
Tel. No.:
Fax No.:

FEDERAL U.S. TRADEMARK REGISTRATIONS

1. COAL, Reg. No. 1919651, registered September 19, 1995; record owner Intertec Publishing Corporation; Class 16: Periodic Magazine relating to the North American Coal Industry.
2. COAL AGE, Reg. No. 2161406, registered June 2, 1998; record owner PRIMEDIA Business Magazines & Media Inc.; Class 16: Magazine providing information of interest to the coalmining industry.
3. COAL MINE DIRECTORY, Reg. No. 1936746, registered November 21, 1995; record owner PRIMEDIA Business Magazines & Media Inc.; Class 16: Periodic directory of coal mines and coal preparation plants in the United States and Canada, including details of company ownership and industry statistics relating to coal production and consumption.
4. E&MJ INTERNATIONAL DIRECTORY OF MINING, Reg. No. 1994442, registered August 20, 1996; record owner PRIMEDIA Business Magazines & Media Inc.; Class 16: Periodic comprehensive compilation of coal mining company data worldwide.
5. ENGINEERING AND MINING JOURNAL, Reg. No. 408353, registered August 8, 1944; record owner PRIMEDIA Business Magazines & Media Inc.; Class 16: Magazine published periodically.
6. MINING EQUIPMENT DIGEST [STYLIZED], Reg. No. 2286852, registered October 12, 1999; record owner PRIMEDIA Business Magazines & Media Inc.; Class 16: Magazine about mining products.
7. KEYSTONE COAL INDUSTRY MANUAL, Reg. No. 1882190, registered March 7, 1995; record owner PRIMEDIA Business Magazines & Media Inc.; Class 16: Manual relating to the coal mining industry.