

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
ALM Media Holdings, Inc.		03/07/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ALM Media, Inc.		
Street Address:	345 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74662968	REAL ESTATE FORUM	
Serial Number:	75205278	REAL ESTATE FORUM ON-LINE	
Serial Number:	74551339	REAL ESTATE NEW YORK	
Serial Number:	73336978	REAL ESTATE FORUM	
CORRESPONDENCE DATA			
Fax Number:	(215)965-1210		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 965-1200		
Email:	dballantyne@akingump.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	2005 Market Street		
Address Line 2:	One Commerce Sq.		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7013		
NAME OF SUBMITTER:	Jordan A. LaVine		
Signature:	/Jordan A. LaVine/		

CH \$115.00 74662968

Date:

09/13/2005

Total Attachments: 2

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 7th day of March, 2005.

WHEREAS, ALM Media Holdings, Inc., a Delaware corporation (the "Assignor"), has offered to contribute the Assets (as defined in Section 1 below) to the capital of ALM Media, Inc., a Delaware corporation (the "Assignee"); and

WHEREAS, the Assignee has accepted such offer.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Definitions.

"Assets" means all those assets and liabilities associated with the business formerly carried out by Real Estate Media, Inc. which were acquired by the Assignor pursuant to the Agreement and Plan of Merger dated as of March 7, 2005.

2. Assignment and Assumption. Assignor hereby assigns, transfers, conveys and delivers to Assignee and Assignee's successors Assignor's entire right, title, and interest in and to the Assets, and all rights corresponding to the foregoing throughout the world. Following execution of this Assignment Agreement, all the property, rights, privileges, powers and franchises related to the Assets shall vest in the Assignee, and all debts, liabilities and duties related to the Assets shall become the debts, liabilities and duties of the Assignee.

3. Further Assurances. Assignor covenants that Assignor will execute and deliver to Assignee such other certificates, documents of title and other instruments of conveyance as shall be reasonably requested by Assignee to vest in Assignee good and marketable title to the Assets.

4. Entire Agreement. Notwithstanding any other provision hereof, this Assignment Agreement (together with any separate assignment forms required by law) shall, and does, constitute the complete assignment, conveyance and transfer by Assignor of the Assets to Assignee.

5. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction).

[Execution Page Follows]

IN WITNESS WHEREOF, this Assignment Agreement has been executed by Assignor and Assignee as of the date first above written.

ASSIGNOR:

ALM Media Holdings, Inc.

By: 

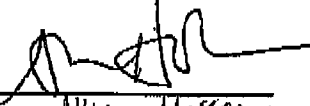
Name: Allison Hoffman

Title: VP

Agreed and Acknowledged

ASSIGNEE:

ALM Media, Inc.

By: 

Name: Allison Hoffman

Title: VP