

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 Investment LLC		12/22/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Primedia Business Magazines and Media, Inc.
Street Address:	249 W. 17th Street, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10011-5300
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2801641	AUTO INTERIORS
Registration Number:	2439706	AUTO INTERIORS
Registration Number:	2129613	DEALER BUSINESS
Registration Number:	542113	WARD'S
Registration Number:	542114	WARD'S AUTOMOTIVE REPORTS
Registration Number:	1461884	WARD'S AUTOMOTIVE YEARBOOK
Registration Number:	896525	WARD'S AUTOWORLD
Registration Number:	2150243	WARD'S DEALER BUSINESS
Registration Number:	1996456	WARD'S ENGINE AND VEHICLE TECHNOLOGY UPDATE
Registration Number:	1442079	WARD'S AUTOMOTIVE INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (215)965-1210
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2801641

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

ATTORNEY DOCKET NUMBER:	683127-5006
NAME OF SUBMITTER:	Jordan A. LaVine
Signature:	/Jordan A. LaVine/
Date:	01/31/2006

Total Attachments: 6

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ASSET PURCHASE AGREEMENT, dated as of December 22, 2005 (this "Agreement"), between PRIMEDIA Investment LLC, a Delaware limited liability company ("Seller"), and PRIMEDIA Business Magazines and Media, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Seller owns and operates the *Ward's* automotive business, which consists of the publications *Ward's Dealer Business* and *Ward's AutoWorld* and their related websites and properties, *Ward's Information Products* and their related databases and the *AutoInteriors* trade show and its website and related properties (collectively, the "Business"); and

WHEREAS, Purchaser wishes to purchase from Seller and Seller desires to sell to Purchaser all of the assets relating to the Business as set forth herein; and

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated August 5, 2005, between PRIMEDIA Companies Inc. ("PCI") and PBI Media Holdings Inc. ("PBI") (the "Original Agreement"), PBI, an affiliate of Purchaser, purchased from PCI, an affiliate of Seller, all of the stock of Purchaser in a transaction that closed on September 30, 2005 (the "Original Closing Date"); and

WHEREAS, the Seller and Purchaser have agreed that solely in the interest of simplifying this Agreement, certain provisions of the Original Agreement shall be applicable to the transactions contemplated by this Agreement as set forth herein;

NOW, THEREFORE in consideration of the mutual covenants and the respective representations and warranties contained herein, the parties hereby agree as follows:

ARTICLE I.

PURCHASE AND SALE OF THE ASSETS.

1.01 Assets Being Sold. Upon the terms and subject to the conditions of this Agreement, on the Closing Date (as defined below), Seller shall sell, convey, assign and transfer to Purchaser, and Purchaser shall purchase and acquire from Seller, free and clear of all Liens (as defined in Section 4.03), all of Seller's right, title and interest in and to all of the assets of Seller, owned, used or held for use by Seller solely in connection with the Business, except for the

Excluded Assets (defined below), all to the extent they shall exist on the Closing Date (such assets collectively referred to herein as the "Assets"), including:

- (a) all of Seller's or Seller's Affiliates' right, title and interest in and to the Business;
- (b) all rights of Seller or Seller's Affiliates under contracts (including, without limitation, insertion orders) for the sale of advertising with respect to the Business and all outstanding proposals therefor;
- (c) all software, software systems, website designs, website programming and code, databases and database systems ("Software"), owned, developed, being developed or acquired by Seller or Seller's Affiliates and presently used or held for use solely in connection with the Business, including source code and object code, written methodology, derivatives, modifications, enhancements and upgrades, algorithms, formulae, other technological documentation, and compilers, toolkits and other ancillary software products required to develop, use or maintain any of the foregoing;
- (d) all lists, mailing lists, documents and records of Seller or Seller's Affiliates relating solely to all past, present or prospective subscribers and advertisers with respect to the Business;
- (e) all promotional materials, rate cards, market research studies and other research of Seller or Seller's Affiliates relating solely to the Business;
- (f) other than any Intellectual Property (defined below) using the "PRIMEDIA" name or any variation thereof, all domain names and trademarks set forth on Schedule 4.10(a), trademark rights, service marks, service mark rights, copyrights, trade names, trade name rights together with the goodwill associated therewith and the right to sue for past

infringement, if any, in connection with any of the foregoing and any other proprietary rights owned, used or held solely for use by Seller or Seller's Affiliates in connection with the Business (collectively, "Intellectual Property");

(g) all of Seller's or Seller's Affiliates' rights and obligations under contracts related solely to the Business, including without limitation, the Business Material Contracts and the Real Estate Lease (collectively, the "Assumed Contracts");

(h) all of the goodwill and going concern value relating solely to the Business;

(i) other than the Excluded Assets (as defined herein), all owned fixed assets located at Seller's facilities in at Southfield, Michigan or otherwise used solely in connection with the Business;

(j) hosting hardware equipment and other network equipment related solely to the Business;

(k) except as set forth on Schedule 1.02(h), any and all other assets, real or personal, tangible or intangible, not listed above that are used or held for use by Seller or Seller's Affiliates solely in connection with the Business (including any unused paper, accounts receivable related to Ward's information products and accounts receivable related to list rentals);

(l) all existing files, accounting records, correspondence, internal reports and records related solely to the Business, including databases, books, directories, e-newsletters, research, forecasts and records (whether in printed form or computer media); and

(m) all Closing Date Assets (as defined in Section 3.01).


1.02 Excluded Assets. The "Assets" shall not include (and Seller shall retain all right in), any assets of Seller other than those set forth in Section 1.01 as "Assets" (the

IN WITNESS WHEREOF, the undersigned *has been duly authorized*
Agreement as of the date first above written.

PRIMEDIA Investment LLC

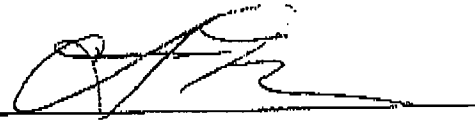
By: _____
Name:
Title:

PRIMEDIA Business Magazines and
Media, Inc.

By:  _____
Name: *Jesse Aubrey*
Title: *v.p.*

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date first above written.

PRIMEDIA Investment LLC

By: 

Name: Christopher A. Fraser
Title: Senior Vice President

PRIMEDIA Business Magazines and Media, Inc.

By: _____

Name:
Title:

Schedule 4.10(a) – Intellectual Property

List of Trademarks and Domain Names

See attached schedules

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