

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
Gruner + Jahr Printing and Publishing Co.		07/12/2005	General Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Mansueto Ventures LLC
Street Address:	2344 North Lincoln Park West
Internal Address:	Unit 6
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60614
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	1959624	BIRTHING OF GIANTS
Registration Number:	2414997	BUSINESS.INC.COM
Registration Number:	2319146	COMPANY OF FRIENDS
Registration Number:	2226139	ENTERPRISE EXCHANGE
Registration Number:	2001390	FAST COMPANY
Registration Number:	2340666	FAST TAKE
Registration Number:	2335277	FAST TALK
Registration Number:	2740701	FAST TALK
Registration Number:	2239424	FASTCOMPANY
Registration Number:	2532116	FRANCHISE INC.
Registration Number:	1900221	FRANCHISE INC.
Registration Number:	2281079	GSA
Registration Number:	2271189	INBOX

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Registration Number:	2585263	INC
Registration Number:	2576140	INC
Registration Number:	2585264	INC THE MAGAZINE FOR GROWING COMPANIES
Registration Number:	1332073	THE INC. 100
Registration Number:	1332072	THE INC. 500
Registration Number:	2703054	INC. LIFE
Registration Number:	2245750	INC. ONLINE
Registration Number:	2329766	INC. TECHNOLOGY
Registration Number:	1890134	INC. WORLD
Registration Number:	2456738	INC.COM
Registration Number:	2395391	INC.COM
Registration Number:	2406336	INC.COM
Registration Number:	2447189	NET COMPANY
Registration Number:	2262407	RISK & REWARD
Registration Number:	2262408	RISK & REWARD
Registration Number:	1604583	SMALL BUSINESS SUCCESS
Registration Number:	2833514	STATE OF THE NEW ECONOMY
Registration Number:	2937546	TRANSIT AUTHORITY
Registration Number:	2226844	UNIT OF ONE
Registration Number:	2716916	WHO'S FAST
Registration Number:	2708190	THE WHOLE NEW BUSINESS CATALOG
Serial Number:	76567099	CEO SEE-YA
Serial Number:	76567096	FAST COMPANY READERS' CHOICE
Serial Number:	76567097	FAST COMPANY'S READERS' CHOICE
Serial Number:	76567098	FAST COMPANY'S READERS' CHOICE AWARD
Serial Number:	76603588	HOW I DID IT
Serial Number:	76209521	INC. SMB LEADERSHIP FORUM
Serial Number:	76362004	INCMD
Serial Number:	76362005	INCMD
Serial Number:	76131329	STATE OF THE NEW ECONOMY
Serial Number:	76131334	WHO'S FAST
Registration Number:	1207153	INC.

CORRESPONDENCE DATA

Fax Number: (212)884-8464

TRADEMARK
REEL: 003246 FRAME: 0970

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: nytrademarks@dlapiper.com
Correspondent Name: Monica P. McCabe
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Address Line 2: 1251 Avenue of the Americas, 38th Floor
Address Line 4: New York, NEW YORK 11217

ATTORNEY DOCKET NUMBER:	358477-1
NAME OF SUBMITTER:	Monica P. McCabe
Signature:	/monica mccabe/
Date:	02/14/2006

Total Attachments: 5

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ASSIGNMENT

This ASSIGNMENT dated July 12, 2005 (this "Assignment") is made by GRUNER + JAHR PRINTING AND PUBLISHING CO. (by its publishing division, GRUNER + JAHR USA PUBLISHING), a Delaware general partnership ("Assignor"), to MANSUETO VENTURES LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of (a) the registered Trademarks listed on Schedule 1 hereto and (b) the Trademarks listed on Schedule I hereto as to which an application for registration has been submitted to a Governmental Authority (collectively, the "BP Trademarks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 24, 2005 (the "Purchase Agreement") between Assignee and Assignor, Assignor desires to assign, transfer, convey and sell, and Assignee desires to acquire, all of Assignor's right, title and interest in, to and under the Trademarks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

(i) Assignor does hereby sell, assign, transfer and convey to Assignee all of the Assignor's right, title and interest in, to and under the BP Trademarks, including, but not limited to, all of the Assignor's right, title and interest in and to the ownership renewal, protection, use and exploitation of the BP Trademarks and any goodwill related thereto.

(ii) Assignor and Assignee agree to execute all documents and to perform such other proper acts as Assignee may reasonably deem necessary to record the assignment of the BP Trademarks made by this Assignment.

(iii) Assignor, from time to time after the Closing, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions, including but not limited to causing any third party listed as the registered owner of any of the BP Trademarks with the applicable trademark office, including but not limited to Fast Company Media LLC and Fast Company, to take such other actions, and execute and deliver, or cause to be executed or delivered by any such third party, such other documents, certifications and further assurances, as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the BP Trademarks.

(iv) Assignee shall have all rights to damages or profits, due or accrued, or arising out of any past, present or future infringement or misappropriation of the BP Trademarks and the right to sue for and recover damages arising from, and to obtain equitable or injunctive relief for the protection from, such infringement or

misappropriation, except that if Assignee recovers any monetary damages for any such infringement or misappropriation that occurred or was occurring prior to the execution of this Assignment, Assignee will be required to remit to Assignor a pro-rata share of monies awarded or recovered attributable to such pre-execution infringement or misappropriation ("**Pre-Closing Damages**"), provided that Assignor has reimbursed Assignee for reasonable legal fees and costs related to or arising out of such pre-execution infringement or litigation ("**Litigation Costs**"). Assignor shall not be obligated to pay Litigation Costs other than those associated with any litigation related to pre-execution infringement or misappropriation, nor shall Assignor be obligated to pay any Litigation Costs, provided that failure to pay such costs will cause Assignor to forfeit its right to receive Pre-Closing Damages related thereto.

(v) This Assignment is subject in all events to the terms and conditions of the Purchase Agreement and, in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

(vi) This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

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Schedule 1

<u>Trademark/Service Mark</u>	<u>Application/Registration No.</u>	<u>Jurisdiction of Application/Registration</u>
BIRTHING OF GIANTS	1,959,624	United States of America
BUSINESSINC.COM	2,414,997	United States of America
CEO SEE-YA	76/567,099	United States of America
COMPANY OF FRIENDS	2,319,146	United States of America
ENTERPRISE EXCHANGE	2,226,139	United States of America
FAST COMPANY	822014777	Brazil
FAST COMPANY	822863111	Brazil
FAST COMPANY	822863103	Brazil
FAST COMPANY	822863090	Brazil
FAST COMPANY	TMA605,653	Canada
FAST COMPANY	1923706	China
FAST COMPANY	1956523	China
FAST COMPANY	1956599	China
FAST COMPANY	00072056	Colombia
FAST COMPANY	00072060	Colombia
FAST COMPANY	237,365	Colombia
FAST COMPANY	414,615	European Community
FAST COMPANY	148,007	Greece
FAST COMPANY	4,755,600	Japan
FAST COMPANY	761,603	Mexico
FAST COMPANY	761,604	Mexico
FAST COMPANY	796,966	Mexico
FAST COMPANY	2001712761	Russian Federation
FAST COMPANY	2,001,390	United States of America
FAST COMPANY (Stylized)	Z-240162	Poland
FAST COMPANY READERS' CHOICE	76/567,096	United States of America
FAST COMPANY READERS' CHOICE	76/567,097	United States of America
FAST COMPANY'S READERS' CHOICE AWARD	76/567,098	United States of America
FAST TAKE	2,340,666	United States of America
FAST TALK	2,335,277	United States of America
FAST TALK	2,740,701	United States of America
FASTCOMPANY.COM	2,239,424	United States of America
FRANCHISE, INC.	2,532,116	United States of America
FRANCHISE, INC.	1,900,221	United States of America
GSA	2,281,079	United States of America
HOW I DID IT	76/603,588	United States of America
INBOX	2,271,189	United States of America
INC	2,585,263	United States of America
INC (Stylized)	2,576,140	United States of America
INC THE MAGAZINE FOR GROWING COMPANIES	2,585,264	United States of America

<u>Trademark/Service Mark</u>	<u>Application/Registration No.</u>	<u>Jurisdiction of Application/Registration</u>
INC.	111955	Austria
INC.	103921	Finland
INC.	1,207,153	United States of America
INC.	405993	Benelux
INC. (Stylized)	328712	Canada
INC. (Stylized)	254971	China
INC. (Stylized)	VR 3342-1986	Denmark
INC. (Stylized)	103920	Finland
INC. (Stylized)	1,321,984	France
INC. (Stylized)	B160402	New Zealand
INC. (Stylized)	205049	Sweden
INC. (Stylized)	344,497	Switzerland
INC. 100, THE	1,332,073	United States of America
INC. 500, THE	1,332,072	United States of America
INC. IN CHINESE CHARACTERS	261703	China
INC. LIFE	2,703,054	United States of America
INC. ONLINE	2,245,750	United States of America
INC. SMB LEADERSHIP FORUM	76/209,521	United States of America
INC. TECHNOLOGY	2,329,766	United States of America
INC. WORLD	1,890,134	United States of America
INC.COM	2,456,738	United States of America
INC.COM	2,395,391	United States of America
INC.COM	2,406,336	United States of America
INCMD	76/362,004	United States of America
INCMD	76/362,005	United States of America
NET COMPANY	2,447,189	United States of America
RISK & REWARD	2,262,407	United States of America
RISK & REWARD And Design	2,262,408	United States of America
SMALL BUSINESS SUCCESS	1,604,583	United States of America
STATE OF THE NEW ECONOMY	76/131,329	United States of America
STATE OF THE NEW ECONOMY	2,833,514	United States of America
TRANSIT AUTHORITY	2,937,546	United States of America
UNIT OF ONE	2,226,844	United States of America
WHO'S FAST	76/131,334	United States of America
WHO'S FAST	2,716,916	United States of America
WHOLE NEW BUSINESS CATALOG, THE	2,708,190	United States of America