

01-30-2006
103167671
ONLY

RECORDED
TRA

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1-2509

1. Name of conveying party(ies):

Gruner + Jahr Printing and Publishing Co.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 12, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mansueto Ventures LLC

Internal

Address: _____

Street Address: 225 West Wacker Drive

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75633743, Registration Number 2335277

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas A. Guida, Esq.

Internal Address: _____

Street Address: Baker & Hostetter LLP

666 Fifth Avenue

City: New York

State: New York Zip: 10103

Phone Number: (212) 589-4233

Fax Number: (212) 589-4201

Email Address: tguida@bakerlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: _____

Signature

Date

1/24/06

Thomas A. Guida

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

01/27/2006 DRYNE

00000048 75633743

01 FC:0521

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 1: Conveying Party Information

Gruner + Jahr Printing and Publishing Co. is a general partnership that has elected to be governed by the laws of the state of Delaware. The partnership is composed of Gruner + Jahr USA Group Inc., a Delaware corporation, BGJ Enterprises, Inc., a Delaware corporation and Asset Beteiligungsellschaft GmbH & Co., a German limited partnership.

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.

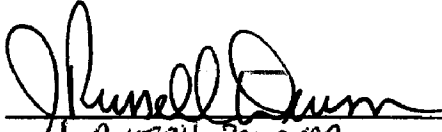
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

GRUNER + JAHR PRINTING AND PUBLISHING CO.

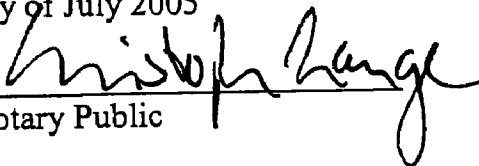
By: Gruner + Jahr USA Publishing, its Publishing Division

By: 
Name: J. Russell Benson
Title: President

Acknowledgment

STATE OF NEW YORK)
 ss.:
COUNTY OF NEW YORK)

On 07/12/05, before me personally appeared J. Russell Benson, the President of Gruner + Jahr USA Publishing, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that s/he executed the within instrument with authority of the Board of Directors in his/her capacity to act on behalf of said Corporation, and that, by his/her signature on the within instrument, the person or entity on behalf of which s/he acted executed the within instrument.

Sworn to before me this 12th
day of July 2005

Notary Public

CHRISTOPH LANGE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6119794
Qualified in Westchester County
Commission Expires December 06, 2008

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.	1,207153	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