

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
Boston Aviation Services, Inc,		12/20/2005	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Prism Business Magazines and Media Inc.		
Street Address:	249 W. 17th Street, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78689806	EXECUTIVE TRAVELER EDITION	
Serial Number:	78689834	THE CELLULAR PILOT	
Serial Number:	78689877	THE AIR CHARTER GUIDE	
CORRESPONDENCE DATA			
Fax Number:	(215)279-9394		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1628 John F. Kennedy Blvd., 15th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	P0522.5006		
NAME OF SUBMITTER:	Jordan A. LaVine		
Signature:	/Jordan A. LaVine/		

CH \$90.00 78689806

Date:

05/03/2006

Total Attachments: 11

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ASSET PURCHASE AGREEMENT

among:

BOSTON AVIATION SERVICES, INC.,
a Massachusetts corporation;

CERTAIN STOCKHOLDERS OF BOSTON AVIATION SERVICES, INC.;

THE REPRESENTATIVE OF SUCH STOCKHOLDERS;

and

PRIMEDIA BUSINESS MAGAZINES AND MEDIA INC.,
a Delaware corporation

Dated as of December 20, 2005

operated by Seller, now or in the past, or (ii) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law;

(ii) "Environmental Law" shall mean each federal, state, local, and foreign law and regulation relating to pollution, protection, or preservation of human health or the environment including ambient air, surface water, ground water, land surface, or subsurface strata, and natural resources, and including each law and regulation relating to emissions, discharges, releases, or threatened releases of Materials of Environmental Concern, or otherwise relating to the manufacturing, processing, distribution, use, treatment, generation, storage, containment (whether above ground or underground), disposal, transport, or handling of Materials of Environmental Concern, or the preservation of the environment or mitigation of adverse effects thereon and each law and regulation with regard to record keeping, notification, disclosure, and reporting requirements respecting Materials of Environmental Concern; and

(iii) "Materials of Environmental Concern" shall mean chemicals; pollutants; contaminants; wastes; toxic or hazardous substances, materials, and wastes; petroleum and petroleum products; asbestos and asbestos-containing materials; polychlorinated biphenyls; lead and lead-based paints and materials; and radon.

2.15 Seller IP.

(a) For purposes of this Agreement, "Seller IP" means (i) any and all works of authorship, data, databases, diagrams, inventions (whether or not patentable), know-how, methods, processes, proprietary information, protocols, schematics, specifications, supplier and customer lists, trade secrets, software and software code (in any form, including source code and executable or object code) and documentation, and other forms of technology or intellectual property; along with (ii) all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world related to the foregoing: (A) rights associated with works of authorship, including exclusive exploitation rights, copyrights, publicity rights and moral rights; (B) trademark and trade name, logo and trade dress rights and similar rights, including all rights in URLs and domain names and applications and registrations therefor and the goodwill related thereto; (C) trade secret and other rights in know-how and confidential or proprietary information; (D) patent and industrial property rights; (E) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (A) through (D) above.

(b) Section 2.15(b) of the Disclosure Schedule accurately identifies and describes:

(i) each product or service developed, manufactured, marketed, or sold by Seller at any time since Seller's inception and any product or service currently under development by Seller;

(ii) (A) all Seller IP that is registered, filed, or issued under the authority of, with or by any Governmental Body, including all patents, registered copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing ("Registered IP") in which Seller has or purports to have an ownership interest of any nature

(whether exclusively, jointly with another Person, or otherwise); (B) the jurisdiction in which such item of Registered IP has been registered or filed and the applicable registration or serial number; and (C) any other Person that has an ownership interest in such item of Registered IP and the nature of such ownership interest;

(iii) (A) the Contracts pursuant to which such Seller IP is licensed to Seller; and (B) whether the license or licenses so granted to Seller are exclusive or nonexclusive (collectively, the "In-Licenses"); and

(iv) each Contract pursuant to which any Person has been granted any license under, or otherwise has received or acquired any right (whether or not currently exercisable) or interest in, any Seller IP in which Seller has (or purports to have) an ownership interest or an exclusive license or similar exclusive right (collectively, the "Out-Licenses").

(e) Seller has provided to Buyer a complete and accurate copy of each Contract related to Seller IP, including each: (i) agreement containing any assignment or license of intellectual property or any confidentiality provision; (ii) consulting or independent contractor agreement containing any assignment or license of intellectual property or any confidentiality provision; or (iii) confidentiality or nondisclosure agreement. Seller is not bound by, and no Seller IP is subject to, any Contract containing any covenant or other provision that in any way limits or restricts the ability of Seller to use, exploit, assert, or enforce any Seller IP anywhere in the world.

(d) Seller exclusively owns all right, title, and interest to and in the Transferred Assets (other than the In-Licenses) free and clear of any Encumbrances (other than nonexclusive Out-Licenses). Without limiting the generality of the foregoing:

(i) no current or former employee or independent contractor of Seller, nor any Person who is or was involved in the creation or development of any Seller IP, has any claim, right (whether or not currently exercisable), or interest to or in any Transferred Assets;

(ii) no Stockholder and no employee or independent contractor of Seller, nor any Person who is or was involved in the creation or development of any Seller IP, is: (A) bound by or otherwise subject to any Contract restricting him or her from performing his or her duties for Seller; or (B) in breach of any Contract with any former employer or other Person concerning Seller IP or confidentiality;

(iii) no funding, facilities, or personnel of any Governmental Body or other Person were used, directly or indirectly, to develop or create, in whole or in part, any Seller IP;

(iv) Seller has taken all reasonable steps to maintain the confidentiality of and otherwise protect and enforce its rights in all proprietary information held by Seller, or purported to be held by Seller, as a trade secret;

(v) Seller has never assigned or otherwise transferred ownership of, or agreed to assign or otherwise transfer ownership of, any Seller IP to any other Person;

SIGNATURE PAGE – ASSET PURCHASE AGREEMENT

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date above first written.

BUYER:

PRIMEDIA Business Magazines and Media Inc.

By: _____
Name: John French
Its: Chief Executive Officer

SELLER:

Boston Aviation Services, Inc.

By: _____
Name: Frederick C. Gevalt, III
Its: President

STOCKHOLDERS' REPRESENTATIVE:

Frederick C. Gevalt, III

STOCKHOLDERS:

Frederick C. Gevalt, III, individually

Peter Loring, individually

Russell MacAusland, individually

Jack Lapidus, individually

James Betlyon, individually

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Its: Chief Executive Officer

SELLER:

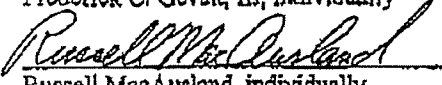
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By: _____
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Its: President

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Frederick C. Gevalt, III

STOCKHOLDERS:

Frederick C. Gevalt, III, individually


Russell MacAusland, individually

Peter Loring, individually

Jack Lapidus, individually

James Betlyon, individually

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Frederick C. Gevalt, III

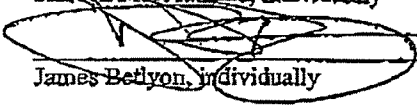
STOCKHOLDERS:

Frederick C. Gevalt, III, individually

Peter Loring, individually

~~Russell MacAusland, individually~~

Jack Lapidus, individually



James Betton, individually

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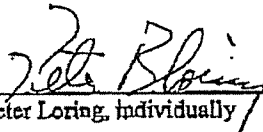
Frederick C. Gevalt, III

STOCKHOLDERS:

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James Betiyon, individually



Peter Loring, individually

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By: [Signature]
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Its: Chief Executive Officer

SELLER:

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By: _____
Name: Frederick C. Gevalt, III
Its: President

STOCKHOLDERS' REPRESENTATIVE:

Frederick C. Gevalt, III

STOCKHOLDERS:

Frederick C. Gevalt, III, individually

Russell MacAusland, individually

James Betlyon, individually

Peter Loring, individually

Jack Lapidus, individually

Unit	209	\$775.00	per	month,	with	5%	annual	increase
Unit	211	\$566.25	per	month,	with	5%	annual	increase
Unit	212	\$2,350.00	per	month,	with	5%	annual	increase

The lease term ends December 14, 2005. Suites 211 and 212 are sublet to Professional Roof Consultants, Inc. under a sublease dated September 19, 2003. Suite 209 is sublet to CharterX, Inc. under a sublease dated June 1, 2004.

(ii) Cambridge office lease. The company leases office space in Cambridge, Massachusetts under a Lease dated January 19, 1993, as amended by a First Extension of Term of Lease, dated September 29, 1995, a First Amendment dated October 22, 1996, and by a Second Amendment dated December 27, 2000. The lease term is in its last year, during which the monthly base rent is \$10,771.83. The lease terminates on February 28, 2006, and the company has no option to extend the term of the lease. If the company holds over after the termination of the lease, it becomes a tenant at will and must pay rent and other charges equal to 3 times the rent and other charges payable during the last year of the lease term.

(iii) Hanscom hangar lease. The company leases hangar space at Hanscom field from Massport as a tenant at will, and it currently pays rent of \$1,100 per month.

(iv) Metropolitan Moving & Storage Corp. Lease. This is a tenancy at will arrangement. The items kept in storage include records, old publications, and accounting paperwork.

Section 2.15 – Seller IP

Section 2.15(b)

Products and Services since Inception:

The Air Charter Guide
 The Air Charter Guide, Executive Traveler Edition
 The Cellular Pilot
 The Air Charter Journal
 The Air Charter Guide – CD Rom
 Who's Who in Air Charter
 The Yacht Charter Guide
 aircharterguide.com
 CharterX

The following list of Registered IP corresponds to products or services marketed by Seller.

Patents

Seller has patent applications pending before the United States Patent and Trademark Office and international examination authorities.

Country	Application Number	Filing Date	Issue Date
US	10/926,725	26-Aug-2004	
INT'L	PCT/US2005/030511	25-Aug-2005	

Trademarks

Seller has three pending trademark applications before the United States Patent and Trademark Office (USPTO) to register: (1) the mark "Executive Traveler Edition" (Serial No. 78/689,806) in Class 39 for use in connection with air transportation information services, namely, providing charter air transportation information services; (2) the mark "The Air Charter Guide" (Serial No. 78/689,877) in Class 39 for use in connection with air transportation information services, namely, providing charter air transportation information services and in Class 35 for use in connection with advertising, marketing, and promotion services for charter air transportation services; and (3) the mark "The Cellular Pilot" (Serial No. 78/689,834) in Class 39 in connection with air transportation information services, namely, providing information relating to aviation ground services.

Country	Trademark	Application No.	Filing Date	Registration No.	Registration Date	Status
US	EXECUTIVE TRAVELER EDITION	78/689,806	10-Aug-2005			Pending
US	THE AIR CHARTER GUIDE	78/689,877	10-Aug-2005			Pending
US	THE CELLULAR PILOT	78/689,834	10-Aug-2005			Pending

Domain Names

guides.com
 aircharterguide.com
 cellpilot.com
 cellularpilot.com

URLs

www.aircharterguide.aero
 www.aircharterguide.com
 www.aircharterguide.net
 www.cellpilot.com
 www.cellularpilot.com
 www.guides.aero
 www.guides.com