

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
Transportation Technical Services, Inc.		06/22/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Prism Business 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2865114	FLEETSEEK	
Registration Number:	2862482	FLEETSEEK	
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/		
Date:	06/28/2006		

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Total Attachments: 3

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**ASSIGNMENT
OF
INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of June 22, 2006, by and between Transportation Technical Services, Inc., a New York corporation ("Assignor"), and Prism Business Media Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignee has entered into an Asset Purchase Agreement, dated as of even date hereof, by and among Assignee, Assignor and certain other parties thereto (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement) pursuant to which Assignee is acquiring substantially all of the assets of Assignor.

WHEREAS, Assignor is the owner and/or licensee of the Seller IP included within the Transferred Assets.

WHEREAS, in connection with the sale of substantially all of the assets of Assignor to Assignee pursuant to the Purchase Agreement, Assignor desires to transfer all of its right, title and interest in and to the Seller IP to Assignee.

NOW, THEREFORE, in consideration of their mutual promises, and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, the parties hereto agree as follows:

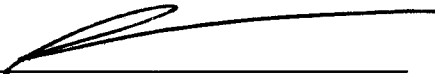
1. Assignment. Assignor hereby sells, assigns and transfers to Assignee all of its right, title and interest in any Seller IP owned by Assignor (the "Owned Seller IP"), including all rights to obtain registrations, renewals and extensions thereof, together with all of the goodwill of the business associated with the use of and/or symbolized by said Owned Seller IP, along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made. In addition, Assignor hereby assigns and transfers to Assignee all of its rights as licensee of any Seller IP (the "Licensed Seller IP").

2. Representations. Assignor represents and warrants to Assignee that Assignor is the owner of the Owned Seller IP and the licensee of the Licensed Seller IP. Assignor has the unqualified right to transfer the rights being assigned to Assignee hereunder.

3. Further Assurances. Whenever requested to do so by Assignee, at Assignee's sole cost and expense, Assignor shall promptly execute, acknowledge, and deliver any applications, assignments or other instruments that Assignee may request in order to (i) obtain trademark or copyright registration or patents in the United States or in any foreign country, or otherwise to protect the Assignee's right, title and interest in and to the Owned Seller IP; or (ii) evidence, protect or perfect Assignee's ownership of the sole and exclusive right, title and interest in and to any Owned Seller IP. Assignor will cooperate with Assignee in obtaining, defending and enforcing Assignee's rights in all Owned Seller IP. Assignor agrees to give Assignee or any person designated by Assignee, or both, all reasonable assistance, at Assignee's expense, that may be required to perfect these rights.

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

TRANSPORTATION TECHNICAL SERVICES,
INC.

By: 
Name: Ira S. Lipsius
Title: President

PRISM BUSINESS MEDIA INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

TRANSPORTATION TECHNICAL SERVICES,
INC.

By: _____

Name: Ira S. Lipsius

Title: President

PRISM BUSINESS MEDIA INC.

By:  _____

Name: Jesse DuBay

Title: VICE PRESIDENT