

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																																														
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OP \$365.00 74802593

900057940

TRADEMARK
REEL: 003390 FRAME: 0080

Serial Number:

74091803

TECHNOLOGY & LEARNING

CORRESPONDENCE DATA

Fax Number: (212)754-0330

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

Email: rsilverman@golenbock.com

Correspondent Name: Robin E. Silverman

Address Line 1: 437 Madison Avenue

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Robin E. Silverman

Signature:

/Robin E. Silverman/

Date:

09/14/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 13 day of September, 2006, by and between CMP Media LLC, a Delaware limited liability company having a place of business at 600 Community Drive, Manhasset, New York 11030 (hereinafter referred to as "ASSIGNOR"), and NewBay Media LLC, a Delaware limited liability company, having a place of business at 810 7th Avenue, New York, New York 10019 (hereinafter referred to as "ASSIGNEE").

For good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all right, title, and interest in and to the trademarks as described in Schedule A annexed hereto, including the applications and registrations listed therein, along with all of the goodwill of the business symbolized by such trademarks, along with all of ASSIGNOR's right, title, and interest in any other CMPM Trademarks, as such term is defined in the Purchase Agreement identified and defined below, together with the goodwill of the business symbolized by the CMPM Trademarks and any and all applications and registrations therefore, and all rights to damages and profits, due or accrued, arising out of past infringements of all CMPM Trademarks, and the right to sue for and recover the same.

ASSIGNOR shall promptly, upon the request of ASSIGNEE, execute such other documents and/or instruments of assignment, transfer and conveyance as ASSIGNEE may reasonably request to permit ASSIGNEE to record the assignment made by this instrument or any other documents ASSIGNEE may reasonably deem necessary or advisable to effectuate the terms and intent of this Trademark Assignment.

This Trademark Assignment is executed and delivered pursuant to the terms of that certain Agreement of Purchase and Sale of Assets dated as of August 23 2006 by and among ASSIGNOR, CMP Entertainment Media, Inc., UEMedia Community Sites, Inc. and ASSIGNEE (the "Purchase Agreement"). Nothing contained herein shall be deemed to assign or transfer to ASSIGNEE any assets constituting "Excluded Assets" as that term is defined in the Purchase Agreement or to otherwise supersede any of the terms contained in the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

Executed at 600 Community Drive, Manhasset, New York 11030

this 12 day of Sept, 2006.

CMP Media LLC

a Delaware limited liability company having a place of business at 600 Community Drive, Manhasset, New York 11030

By:

Adam Maeder

Name:

Adam Maeder

Title:

Executive Vice President &
Chief Financial Officer.

STATE OF New York)
) ss.
COUNTY OF Nassau)

On September 12, 2006, before me, Melissa A. Heddehl, personally appeared Adam Marder personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Melissa A. Heddehl
Signature

MELISSA A. HEDDELL
Notary Public - New York
Qualified in Suffolk County
No. 01SC8023848
Cert. to be Filed in Nassau County
My Commission Expires May 3, 2007

~~Executed at 405 Park Avenue, Suite 702, New York, New York 10022~~

this _____ day of _____, 2006.

NewBay Media LLC
a Delaware limited liability company having a place of business at 810 7th Avenue, New York, New York 10019

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature

STATE OF)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Signature

Executed at 405 Park Avenue, Suite 702, New York, New York 10022

this _____ day of _____, 2006.

NewBay Media LLC

a Delaware limited liability company having a place of business at 810 7th Avenue, New York, New York 10019

By: _____

Name: _____

Title: _____

STATE OF New York)
) ss.
COUNTY OF New York)

On September 12, 2006, before me, _____, personally appeared James M. Weston personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Signature

JANE A. DWYER
Notary Public, State of New York
No. 31-4889935
Qualified in New York County
Commission Expires April 20, 2007

SCHEDULE TO TRADEMARK ASSIGNMENT

SCHEDULE A

TRADEMARKS:

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
DV	USA	74/802,593	1977500
DV	USA	74/536,295	2157804
DV	USA	76/419,765	2733574
	USA	76/332,818	2728342
DV DIGITAL VIDEO CERTIFIED	USA	78/259,309	
DV DIGITAL VIDEO EXPO	USA	75/052,766	2124481
	USA	74/546,258	2064166
DV EXPO	USA	76/332,817	2841883
DV EXPO EAST	USA	76/342,260	2783371
DV EXPO WEST	USA	76/342,261	2783372
DV WEB VIDEO	USA	75/942,782	2450360
DIGITAL VIDEO	USA	74/418,175	1861495
DIGITAL VIDEO MAGAZINE	USA	74/437,317	1861504
DV	INDIA	1146447	1146447
DV	INDIA	1242356	1242356
DV	ITALY	6372 2002 M1	
DV	TAIWAN	86062578	831163
DIGITAL VIDEO	MACEDONIA	1996/95	8441
DIGITAL VIDEO	RUSSIAN FEDERATION	95714568	158586
DIGITAL VIDEO	RUSSIAN FEDERATION	2006708832	
DIGITAL VIDEO	SPAIN	2464765	2464765
TECHNOLOGY & LEARNING	USA	74/091,803	1,951,628