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
Prism Business Media Inc.		09/22/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Advertising Specialty Institute Inc.	
Street Address:	4800 Street Road	
City:	Trevose	
State/Country:	PENNSYLVANIA	
Postal Code:	19053	
Entity Type:	CORPORATION: PENNSYLVANIA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2670514	PROFITABLE EMBROIDERER
Registration Number:	1904410	STITCHES MAGAZINE
Registration Number:	2239892	WEARABLES BUSINESS
Registration Number:	2560623	WEARABLES BUSINESS ONLINE

CORRESPONDENCE DATA

(215)864-9950 Fax Number:

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

215-864-8201 Phone:

ATTORNEY DOCKET NUMBER:

jacobsmeadwayr@ballardspahr.com, Email:

steigerwalte@ballardspahr.com

085987

Correspondent Name: Roberta Jacobs-Meadway Address Line 1: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Roberta Jacobs-Meadway

TRADEMARK

900062137 REEL: 003424 FRAME: 0505

Signature:	/roberta jacobs-meadway/
Date:	11/08/2006
Total Attachments: 3 source=intAC#page1.tif source=intAC#page2.tif source=intAC#page3.tif	

TRADEMARK REEL: 003424 FRAME: 0506

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of September 22, 2006, by and between Prism Business Media Inc., a Delaware corporation ("Assignor"), and The Advertising Specialty Institute Inc. a Pennsylvania corporation ("Assignee").

WHEREAS, Assignee has entered into an Asset Purchase Agreement, dated as of even date hereof, by and among Assignee and Assignor (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 the Seller IP included within the Purchased Assets.

WHEREAS, in connection with the sale of the Purchased 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, 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 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.
- 2. <u>Representations</u>. Assignor represents and warrants to Assignee that Assignor is the owner of the 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 in the United States or in any foreign country, or otherwise to protect the Assignee's right, title and interest in and to the Seller IP; or (ii) evidence, protect or perfect Assignee's ownership of the sole and exclusive right, title and interest in and to any Seller IP. Assignor will cooperate with Assignee in obtaining, defending and enforcing Assignee's rights

TRADEMARK REEL: 003424 FRAME: 0507 in all 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.

PRISM BUSINESS MEDIA INC.

Name:

Title

THE ADVERTISING SPECIALTY INSTITUTE INC.

Name:

TIMOTHY M. A

Title:

PRESIDENT

for No

SCHEDULE OF INTELLECTUAL PROPERTY

<u>Mark</u>	Registration No.
PROFITABLE EMBROIDERER	2,670,514
STITCHES MAGAZINE	1,904,410
WEARABLES BUSINESS	2,239,892
WEARABLES BUSINESS ONLINE	2,560,623

RECORDED: 11/08/2006

TRADEMARK REEL: 003424 FRAME: 0509