

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Progressive Farmer, Inc.		12/22/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Data Transmission Network Corporation		
Street Address:	9110 W. Dodge Road		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68114		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	78817710	BEST PLACES TO LIVE IN RURAL AMERICA	
Serial Number:	78817739	BEST PLACES TO LIVE IN RURAL AMERICA	
Registration Number:	1551855	COUNTRY PLACE	
Registration Number:	1455309	COUNTRY VOICES	
Registration Number:	2090780	FARM SAFETY DAY CAMP PROGRESSIVE FARMER	
Registration Number:	1505829	PORK PROFIT	
Registration Number:	2433125	PROGRESSIVE FARMER	
Registration Number:	2433126	PROGRESSIVE FARMER	
Registration Number:	2054899	PROGRESSIVE FARMER FARM SAFETY DAY CAMP	
Registration Number:	0655522	THE PROGRESSIVE FARMER	
Registration Number:	2174093	THE RURAL SPORTSMAN	
Registration Number:	1347770	WE'D LIKE TO MENTION	
CORRESPONDENCE DATA			

OP \$315.00 78817710

Fax Number: (402)346-1148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 402-346-6000
Email: pamela.flint@kutakrock.com
Correspondent Name: Pamela Flint, Paralegal
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:	DTN-PROGRESSIVE FARMER
NAME OF SUBMITTER:	Pamela S. Flint, Paralegal
Signature:	/Pamela S. Flint/
Date:	01/18/2007

Total Attachments: 8
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ASSET PURCHASE AGREEMENT

by and among

DATA TRANSMISSION NETWORK CORPORATION,

PROGRESSIVE FARMER, INC.

and

SOUTHERN PROGRESS CORPORATION

Dated as of December 22, 2006

THIS ASSET PURCHASE AGREEMENT, dated as of December 22, 2006 (together with all schedules, exhibits and appendices hereto, this "Agreement"), is entered into by and among Data Transmission Network Corporation, a Delaware corporation ("Buyer"), Progressive Farmer, Inc., a Delaware corporation ("Seller") and Southern Progress Corporation, a Delaware corporation ("Parent," and together with Seller, the "Seller Parties").

RECITALS

WHEREAS, Seller has been and is presently engaged in the business of the publication and distribution of *The Progressive Farmer* magazine;

WHEREAS, subject to the terms and conditions of this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the assets of Seller used primarily or exclusively in connection with the publication and distribution of *The Progressive Farmer* magazine and certain other assets specified in this Agreement (together, the "Business"); and

WHEREAS, Seller desires that Buyer assume, and Buyer has agreed to assume, the ordinary course liabilities of the Business in connection with the sale of such assets;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Defined Terms. Capitalized words and phrases used and not otherwise defined in this Agreement shall have the following meanings:

"Accounting Firm" is defined in Section 2.7(b).

"Acquired Assets" is defined in Section 2.1.

"Affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified. For purposes of this definition, the term "control" of a Person means the possession, direct or indirect, of the power to (i) vote 50% or more of the voting securities of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise, and the terms and phrases "controlling," "controlled by" and "under common control with" have correlative meanings.

"Agreement" is defined in the preamble.

"Allocation Schedule" is defined in Section 2.8(a).

"Assumed Contracts" is defined in Section 2.1(k).

"Assumed Liabilities" is defined in Section 2.3.

ASSIGNMENT AND TRANSFER OF TRADEMARKS

This ASSIGNMENT AND TRANSFER OF TRADEMARKS (this "Agreement") dated as of December 31, 2006 is between Progressive Farmer, Inc., a Delaware corporation ("Assignor"), and Data Transmission Network Corporation, a Delaware corporation ("Assignee"). Each capitalized term used but not otherwise defined herein shall have the meaning specified for such term in the Purchase Agreement (as defined below). The parties agree as follows:

1. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and subject to terms, conditions and in furtherance of the objectives of the Asset Purchase Agreement dated December 22, 2006 by and among Assignor, Assignee and Southern Progress Corporation (the "Purchase Agreement"), Assignor hereby irrevocably assigns outright and forever to Assignee worldwide right, title and interest in and to the Trademarks, including those registered trademarks and pending applications set forth on Schedule A attached hereto, together with the goodwill of the business connected with and symbolized by the Trademarks, the portion of the business to which the Trademarks relate, and all causes of actions relating to the Trademarks.

2. Assignor agrees to execute and deliver to Assignee further documents as may be necessary to record the transfer of the Trademarks contemplated by this Agreement and to do such other acts and things that Assignee reasonably requests to perfect or evidence this transfer and to register the Trademarks.

3. This Agreement and any related dispute are governed by the law of the State of New York applicable to assignments and agreements made and performed in such state.

* * *


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ASSIGNEE:

PROGRESSIVE FARMER, INC.

DATA TRANSMISSION NETWORK
CORPORATION

By: 
Name: Bruce Larson
Title: Vice President, Chief Financial
Officer

By: _____
Name:
Title:

Assignment and Transfer of Trademarks

TRADEMARK
REEL: 003462 FRAME: 0910

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ASSIGNEE:


PROGRESSIVE FARMER, INC.

DATA TRANSMISSION NETWORK
CORPORATION

By: _____

Name: Bruce Larson
Title: Vice President, Chief Financial
Officer

By: _____


Name: Richard G. HALLE
Title: CFO

Assignment and Transfer of Trademarks

TRADEMARK
REEL: 003462 FRAME: 0911

Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
BEST PLACES TO LIVE IN RURAL AMERICA	06/00025/NY/ United States of America	Pending 16 Int.	78/817710 17-Feb-2006	
	<i>Goods:</i> 16 Int.: annual magazine feature on topics of real estate, society, community, and topics of general interest			
BEST PLACES TO LIVE IN RURAL AMERICA	06/00026/NY/ United States of America	Pending 42 Int.	78/817739 17-Feb-2006	
	<i>Goods:</i> 42 Int.: annual on-line magazine feature on topics of real estate, society, community, and topics of general interest			
COUNTRY PLACE	05/00080/NY/ United States of America	Registered 16 Int.	73/715317 07-Mar-1988	1,551,855 15-Aug-1989
	<i>Goods:</i> 16 Int.: SECTION OF A MAGAZINE CONTAINING INFORMATION ON LIFESTYLE, FOODS, HOMES, AND GARDENING			
COUNTRY VOICES	05/00075/NY/ United States of America	Registered 16 Int.	73/645537 19-Feb-1987	1,455,309 01-Sep-1987
	<i>Goods:</i> 16 Int.: SECTION OF A MAGAZINE CONTAINING POETRY AND THOUGHTS ON FARMING AND RURAL LIFE			
FALL WEEKENDS	06/00029/NY/ United States of America	Pending 16 Int.	78/823086 24-Feb-2006	
	<i>Goods:</i> 16 Int.: General feature magazines; Magazines featuring entertainment, food, home, garden, travel, health, lifestyle and topics of general interest			
FARM SAFETY DAY CAMP PROGRESSIVE FARMER LOGO	05/00101/NY/ United States of America	Registered 41 Int.	75/090970 10-Apr-1996	2,090,780 26-Aug-1997
	<i>Goods:</i> 41 Int.: EDUCATIONAL SERVICES, NAMELY, CONDUCTING DAY CAMPS IN THE FIELD OF FARM SAFETY			
PORK PROFIT	05/00078/NY/ United States of America	Registered 16 Int.	73/695309 13-Nov-1987	1,505,829 27-Sep-1988
	<i>Goods:</i> 16 Int.: SECTION OF A MAGAZINE DESCRIBING IMPROVED TECHNIQUES IN RAISING PIGS AND HOGS			
PROGRESSIVE FARMER	06/00227/NY/ Alabama	Registered 16 Int.		100813 07-Jan-1991
	<i>Goods:</i> 16 Int.: Books and magazines Information in the field of Agriculture, crops, livestock and general interest features for farmers			
PROGRESSIVE FARMER	06/00228/NY/ Alabama	Registered 47 NA		108-201 06-Mar-1991
	<i>Goods:</i> 47 NA: Information in the field of agriculture, crops, livestock and getneral			
PROGRESSIVE FARMER	06/00231/NY/ Delaware	Registered 16 Int.		1975-0066122 26-Jun-1975
	<i>Goods:</i> 16 Int.: Periodical issued from time to time, usually monthly			

December 22, 2006

Trademark List

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Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
PROGRESSIVE FARMER	06/00232/NY/ Florida	Registered 16 Int.		915475 25-Jun-1975
	<i>Goods:</i> 16 Int.: Periodical issued from time to time, usually monthly			
PROGRESSIVE FARMER	06/00233/NY/ Georgia	Registered 38 Int.		T-1368 24-Jun-1975
	<i>Goods:</i> 38 Int.: Prints and publications			
PROGRESSIVE FARMER	06/00235/NY/ Kentucky	Registered 16 Int.		13631.01 10-Aug-2000
	<i>Goods:</i> 16 Int.: Printed material, namely, magazine pertaining to agriculture			
PROGRESSIVE FARMER	06/00230/NY/ Louisiana	Registered 38 Int.		23-Jun-1975
	<i>Goods:</i> 38 Int.: Periodical issued from time to time, usually monthly			
PROGRESSIVE FARMER	06/00236/NY/ Maryland	Registered 38 Int.		1995/7784 23-Jun-2005
	<i>Goods:</i> 38 Int.: Prints and publications			
PROGRESSIVE FARMER	06/00239/NY/ North Carolina	Registered 38 Int.		T-2288 24-Jun-1975
	<i>Goods:</i> 38 Int.: Printing and publications, namely, a periodical issued from time to time, usually monthly			
PROGRESSIVE FARMER	05/00112/NY/ United States of America	Registered 42 Int.	75/802860 20-Sep-1999	2,433,125 06-Mar-2001
	<i>Goods:</i> 42 Int.: providing information in the field of agriculture, crops, livestock and general interest features for farmers			
PROGRESSIVE FARMER	05/00114/NY/ United States of America	Registered 35 Int.	75/802871 20-Sep-1999	2,433,126 06-Mar-2001
	<i>Goods:</i> 35 Int.: retail stores featuring farm products and services via global computer information networks			
PROGRESSIVE FARMER	06/00245/NY/ Virginia	Registered 38 Int.		26-Jun-1975
	<i>Goods:</i> 38 Int.: Prints and publications, namely, a periodical issued from time to time, usually monthly			
PROGRESSIVE FARMER FARM SAFETY DAY CAMP	05/00100/NY/ United States of America	Registered 41 Int.	75/086800 10-Apr-1996	2,054,899 22-Apr-1997
	<i>Goods:</i> 41 Int.: EDUCATIONAL SERVICES, NAMELY, CONDUCTING DAY CAMPS IN THE FIELD OF FARM SAFETY			
THE PROGRESSIVE FARMER	05/00060/NY/ United States of America	Registered 16 Int.	72/013172 31-Jul-1956	655,522 10-Dec-1957
	<i>Goods:</i> 16 Int.: PERIODICAL PUBLICATION			

Trademark	Docket Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
THE RURAL SPORTSMAN	05/00103/NY/ United States of America	Registered 16 Int.	75/302424 03-Jun-1997	2,174,093 14-Jul-1998
	<i>Goods:</i> 16 Int.: periodical magazine pertaining to wildlife management, hunting and fishing			
WE'D LIKE TO MENTION	05/00071/NY/ United States of America	Registered 16 Int.	73/509260 29-Oct-1984	1,347,770 09-Jul-1985
	<i>Goods:</i> 16 Int.: Section of a Magazine Containing Information on the Magazine's Contents			