

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American City Business Journals, Inc.		11/30/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	aSmallWorld Holdings Inc.		
<b>Street Address:</b>	3 West 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2396711	SMALL WORLD	
Registration Number:	2611366	SMALL WORLD	
Registration Number:	2645145	SMALL WORLD	
Registration Number:	2676191	SMALLWORLD.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)723-4301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	914-723-4300		
<b>Email:</b>	rduff@lsllp.com		
<b>Correspondent Name:</b>	Renee L. Duff		
<b>Address Line 1:</b>	One Chase Road		
<b>Address Line 2:</b>	Lackenbach Siegel, LLP		
<b>Address Line 4:</b>	Scarsdale, NEW YORK 10583		
<b>ATTORNEY DOCKET NUMBER:</b>	10517-10520		

**CH \$115.00 2396711**

NAME OF SUBMITTER:	Renee L. Duff
Signature:	/reneelduff/
Date:	01/18/2007
<b>Total Attachments: 5</b> source=aSmallWorld Holdings TM Assignment#page1.tif source=aSmallWorld Holdings TM Assignment#page2.tif source=aSmallWorld Holdings TM Assignment#page3.tif source=aSmallWorld Holdings TM Assignment#page4.tif source=aSmallWorld Holdings TM Assignment#page5.tif	

DOMAIN NAME AND TRADEMARK PURCHASE AGREEMENT

THIS DOMAIN NAME AND TRADEMARK PURCHASE AGREEMENT (the "Agreement"), entered into as of November 30, 2006 (the "Effective Date"), is made by and between aSmallWorld Holdings Inc., a Delaware corporation, its parents, subsidiaries, affiliates and/or assigns (collectively "Buyer"), having an address at 3 West 57<sup>th</sup> Street, New York, NY 10019, and American City Business Journals, Inc., a Delaware corporation, its parents, subsidiaries, affiliates and/or assigns (collectively "Seller"), having an address at 120 West Morehead Street, Charlotte, NC 28202.

WHEREAS, Seller is the owner of the Internet domain name "*smallworld.com*" (the "Domain Name"); and

WHEREAS, Seller is the owner of all right, title and interest in and to the following trademarks which have been registered with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>
SMALL WORLD	RN 2396711
SMALL WORLD	RN 2611366
SMALL WORLD	RN 2645145
SMALLWORLD.COM	RN 2676191

(collectively, the "Marks"); and

WHEREAS, Seller desires to transfer, assign and convey to Buyer and Buyer desires to acquire all of Seller's right, title and interest in and to the Domain Name and the Marks, together with the goodwill of the business symbolized thereby; and

WHEREAS, the parties hereto are desirous of executing a document for purposes of recordation at the United States Patent and Trademark Office recording title in and to the aforesaid Marks in the name of aSmallWorld Holdings Inc.

NOW THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. Transfer. Subject to the conditions set forth in this Agreement, Seller hereby agrees to transfer, assign and convey, and does hereby sell, assign, transfer and convey to Buyer all of Seller's right, title and interest including goodwill in and to the Domain Name and the Marks and all registrations and any common law trademark rights subject to the provisions of section 5.

2. Transfer Procedure.

2.1 The Domain Name. On the Effective Date Seller shall change the "whois" domain name records to show Buyer as the registered owner of the Domain Name. However, the parties agree that Seller shall remain in control of the Domain Name until January 15, 2007. Until such time as Seller has transferred complete ownership and control of the Domain Name to Buyer, Seller, and not Buyer, shall ensure that all reasonable steps are taken to maintain the domain name, including, without limitation, payment of any registration fees associated with the Domain Name as may be applicable. On or before January 15, 2007 the following steps shall be taken:

a. Seller will change the administrative and technical contacts for the Domain name to aSmallWorld Holding Inc., 3 West 57<sup>th</sup> Street, New York, NY 10019, matt@asw.com (or such other address and/or email address as Buyer may designate in writing).

b. Seller will obtain the "auth" code for the Domain Name and change the security setting for the Domain Name to "unlock", in order to allow Buyer's chosen Domain Name Registrar to initiate a "registrar" transfer of the Domain Name.

c. Seller agrees to assist Buyer as is reasonably necessary to complete the transfer as described above, or if the process described above fails to succeed, Seller agrees to assist Buyer to formally transfer the Domain name through some alternate method to be mutually determined by the parties.

d. Seller represents, warrants, covenants and agrees that Seller shall refrain from taking any adverse action against Buyer's use of the Domain name.

2.2 The Marks. This Agreement constitutes the formal written assignment of the Trademarks. Seller hereby irrevocably conveys, transfers, sells, delivers, contributes, and assigns to Buyer, together with its successors and assigns forever and throughout the universe, all of Seller's right (whether now known or hereinafter invented), title and interest, through the world to said Marks, including the applications and registrations thereof and the Certificates of Registration duly and legally issued therefore, and any and all renewals thereof for the Marks, together with the goodwill of the business symbolized thereby, and further including, without limitation, all claims for damages by reason of past infringement, all income, royalties, and damages hereafter due or payable to Seller with respect to the Trademarks, and the right to sue for and the right to collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or legal representatives and the right to defend the Marks and the applications and registrations thereof.

a. Seller represents and warrants that the Marks are the only registrations or applications it owns worldwide that are the same as or substantially similar to the Marks.

b. Seller agrees that it will not object to the use and registration by Buyer of the mark ASmallWorld, SMALL WORLD or any other similar variations thereof in conjunction with Buyer's primary business or for any other purpose. Seller further agrees that it shall refrain from taking any adverse action against Buyer's trademarks such as, by way of example, initiating any opposition, cancellation or infringement proceedings anywhere throughout the world concerning Buyer's right to use and/or own the Marks. Seller shall also refrain from taking any adverse action against Buyer's unregistered use of the Marks in any manner anywhere throughout the world.

c. To the extent that Seller's business includes any use of the phrase "small world", including but not limited to use of the domain names included in Exhibit 2, it shall be solely and exclusively in connection with sports or sports related properties. Seller represents and warrants that it shall not intentionally create confusion by Seller's use of the phrase "small world" in connection with its future business.

3. Transfer Fee. In exchange for Seller's execution of and adherence to the terms of this Agreement, Buyer shall pay the sum of One Hundred Sixty Five Thousand Dollars (\$165,000) as follows: (i) upon execution of this Agreement, Buyer shall pay the sum of Eighty Two Thousand Five Hundred Dollars (\$82,500) by wire transfer to the account designated by Seller in Exhibit 1; and (ii) upon Seller's completion of the transfer of control of the Domain Name as set forth in Section 2.1, Buyer shall pay the sum of Eighty Two Thousand Five Hundred Dollars (\$82,500) to Seller by wire transfer to the account designated by Seller in Exhibit 1 no later than January 15, 2007.

4. Covenant Not To Compete; Seller's Representations. Buyer acknowledges that Seller is the owner of the additional small world domain names that appear in Exhibit 2 hereto, (collectively, the "Reserved Domains"), and that this Agreement or any of the terms and conditions contained herein do not affect Seller's ownership of, interest in and ability to use the Reserved Domains except as set forth herein. Seller represents, warrants, covenants and agrees that: (i) the Reserved Domains listed in Exhibit 2 constitute a complete and accurate list of all domain names owned by Seller that relate in any manner to the term "small world"; (ii) other than the Reserved Domains, Seller does not have any direct or indirect interest in any other "small world" related intellectual property; (iii) subsequent to the Execution of this Agreement and other than as expressly set forth herein, Seller shall not conduct any business under the name or mark "small world"; and (iv) Seller's Reserved Domains shall be used exclusively in connection with sports-related business activities. Seller further represents, warrants, covenants and agrees that: (i) Seller has the exclusive ownership and control of the Domain Name and/or Marks and is not aware of any rights or equity of any third party being prejudiced due to the usage of the Domain Name and/or Marks; (ii) Seller is not aware of any current or pending litigation or any other dispute arising from or relating to the Domain Name and/or Marks; [iii] there are no existing licenses and Seller shall not license the Domain Name and/or the Marks; and [iv] Buyer represents, warrants, covenants and agrees that Buyer shall refrain from taking any adverse action against Seller's use of the Reserved Domains in any manner anywhere throughout the world.

5. Mutual Warranties. Each party represents and warrants to the other party that: (i) such party has the full corporate right, power and authority to enter into the Agreement and to perform the acts required of it hereunder; (ii) the execution of the Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; (iii) when executed and delivered by such party, the Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in the Agreement.

6. Confidentiality. Each party agrees that it will not, without the prior written consent of the other party, disclose the provisions of this Agreement, including, without limitation, the Transfer Fee, or the Confidential Information of the other party to any third party (except as is necessary to effectuate the terms and provisions of this Agreement), nor use any Confidential Information of the other party for any purpose except as necessary to fulfill its obligations or to exercise its rights under this Agreement, and then only for such purposes. Notwithstanding the above, any party hereto may disclose the provisions of this Agreement and any Confidential Information hereunder to such party's Affiliates, agents, attorneys and other representatives or to any court of competent jurisdiction.

7. Assignment. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties.

8. Limitation of Liability. Under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special, punitive or exemplary damages, whether foreseeable or not (including, without limitation, those arising from negligence) even if a party has been advised of the possibility of such damages, arising from any provision of this agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business.

9. Further Assurances. From time to time after the Effective Date, each party will execute, acknowledge and deliver to the other party such other instruments of conveyance and transfer consistent with this Agreement and will take such other actions and execute and deliver such other documents, certifications and further assurances as are consistent with this Agreement, as the other party may reasonably request, in order to vest more effectively in Buyer, or to put Buyer more fully in possession of, the Domain Name and the Trademarks, or more fully to implement or to give effect to the provisions hereof.

10. Law, Jurisdiction and Venue. The validity, terms, performance and enforcement of this Agreement shall be governed and construed by its provisions and in accordance with the laws of the State of New York (without regard to conflicts of laws principles) as if this Agreement were negotiated, executed, delivered and performed solely in the State of New York. The parties hereby irrevocably consent and agree to the personal jurisdiction of the state or federal courts located in and for New York County and that jurisdiction and venue for any claim or cause of action arising under or related to this Agreement shall be properly and exclusively in the state or federal courts located in and for New York County, and expressly waive any and all rights which they may have or which may hereafter arise to contest the propriety of such choice of jurisdiction and venue

11. Waiver and Severability. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in force.

12. Counterparts. This Agreement may be executed in any number of counterparts which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile or PDF transmission.

13. Force Majeure. Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes including, but not limited to, acts of God, acts of civil or military authority, fires, floods, earthquakes, riots, wars, sabotage, network failures, or inability to obtain telecommunications services or governmental actions, which are beyond its reasonable control.

14. Notices. All notices provided for in this Agreement shall be in writing, and shall be effective when sent by first class mail or facsimile to Seller at 120 West Morehead Street, Charlotte, NC 28202, Attn: Whitney Shaw, with a copy to Sabin, Bermant & Gould LLP, 4 Times Square, New York, New York 10036, Attn: Eric Gisolfi, Fax: (212) 381-7227 and to Buyer at 3 West 57<sup>th</sup> Street, New York, NY 10019, Attn: Joe Robinson, with a copy to Redniss Moody LLP, 185 Franklin Street, New York, NY 10013, Attn: Seth Redniss, Fax (212) 219-1112. By notice given consistent with this Section, either party may change its address for notices.

15. The recitals appearing at the beginning of this Agreement are incorporated by reference as if fully set forth herein.

16. Entire Agreement. This Agreement, together with its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications and understandings, written or oral, regarding such subject matter, and contains all of the representations and warranties of the

respective parties. Any waiver, variation or amendment of any term or condition of this Agreement shall be effective only if signed by authorized representatives of both parties hereto.

17. Right to Counsel. Each party's signature below indicates that each party is entering into this Agreement freely, knowingly and voluntarily, without duress or coercion, with full understanding of its terms. Each party represents that they have had this Agreement reviewed by independent counsel of their own choice.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date.

American City Business Journals, Inc.

aSmallWorld Holdings Inc.

By: Ray Shaw

By: [Signature]

Ray Shaw  
Ray Shaw

Joe Robinson

Title: Chairman + CEO

Title: CEO / President