

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Contract Marketing, Inc.		05/14/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Sales Building Systems, Inc.
Street Address:	9325 Progress Parkway
City:	Mentor
State/Country:	OHIO
Postal Code:	44060
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2643930	WORKPLACE NEIGHBORHOOD
Registration Number:	2608364	WORKPLACE
Registration Number:	2255019	SCHOOLPLACE
Registration Number:	2268341	CHURCHPLACE
Registration Number:	2255017	REPLACE
Serial Number:	76050085	WORKPLACE NETWORK
Serial Number:	77148178	WORKPLACE MEDIA
Serial Number:	77146172	WM WORKPLACE MEDIA HOW MARKETERS GET TO WORK.
Serial Number:	77146195	HOW MARKETERS GET TO WORK

CORRESPONDENCE DATA

Fax Number: (216)348-5474
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2163485400

CH \$240.00 2643930

Email: ip@mcdonaldhopkins.com
Correspondent Name: Stacy L. Emhoff
Address Line 1: 600 Superior Avenue, E.
Address Line 2: Suite 2100
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	21997-00001
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NAME OF SUBMITTER:	Stacy L. Emhoff
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Signature:	/Stacy L. Emhoff/
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Date:	06/28/2007
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Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of May 14, 2007, is executed by and between Contract Marketing, Inc., an Ohio corporation ("Assignor"), and Sales Building Systems, Inc., an Ohio corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Stock Purchase Agreement (the "**Agreement**"), pursuant to which Assignor has agreed to sell to WorkPlace Media Acquisition Company (the "**Buyer**"), all of the shares of the Assignee;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States registrations and applications for registration of trademarks identified and set forth on Exhibit 1 (all of the foregoing collectively, the "**Trademarks**") and the goodwill associated with all of the foregoing; and

WHEREAS, in connection with the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignor agrees that at the request of Assignee, its successors, assigns or other legal representatives, Assignor will, to the extent Assignor is able to do so, without additional consideration, provide cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without

limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.


ASSIGNOR:

CONTRACT MARKETING, INC.

By: 
Timothy F. McCarthy, President

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 14 day of May, 2007 personally appeared before me Timothy F. McCarthy, known to me to be President of Contract Marketing, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Contract Marketing, Inc..



Notary Public:
My commission expires:

MARK D. [unclear] ORNEY AT LAW
Notary Public, State of Ohio
My Commission has No Expiration Date
Section 147.03 R.C.

ASSIGNEE:

SALES BUILDING SYSTEMS, INC.

By: Patricia P. White
Patricia P. White, Chief Executive Officer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 14 day of MAY, 2007 before me Patricia White, known to me to be Chief Executive Officer of Sales Building Systems, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Sales Building Systems, Inc.

Mark D. Klimer
Notary Public:
My commission expires:

MARK D. KLIMER - ATTORNEY AT LAW
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

EXHIBIT 1

U.S. Trademark	Application No./ Registration No.
WORKPLACE NEIGHBORHOOD	2643930
WORKPLACE	2608364
SCHOOLPLACE	2255019
CHURCHPLACE	2268341
REPLACE	2255017
WORKPLACE NETWORK	76/050085
WORKPLACE MEDIA	77/148178
Stylized letters "W" and "M"	77/146172
HOW MARKETERS GET TO WORK	77/146195

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