

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			
Name	Formerly	Execution Date	Entity Type
CMP Media LLC		08/02/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Beyond.com, Inc.		
Street Address:	1060 First Avenue, Suite 100		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2021499	TECH CAREERS	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard, Esquire		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	130470.2		
NAME OF SUBMITTER:	Michael J. Leonard, Esquire		
Signature:	/michael leonard/		

OP \$40.00 2021499

Date:

08/09/2007

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into this 2nd day of August, 2007 by and between CMP Media LLC, a Delaware limited liability company ("Assignor") in favor of Beyond.com, Inc. a Delaware corporation ("Assignee"). It is the parties' intent that this Assignment be given effect as of the open of business on August 1, 2007.

WITNESSETH:

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark applications and registrations identified on the Schedule attached hereto (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign and Assignee desires to obtain all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee all of Assignor's right, title and interest that Assignor has or may have, either now or in the future, in and to the Trademarks, together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any.

2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademarks arising after the Closing Date (as that term is defined in the Purchase Agreement).

3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks.

4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of New York.

6. This Assignment, that certain Asset Purchase Agreement by and between Assignor and Assignee dated as of the date hereof (the "Purchase Agreement"), and the agreements and transactions contemplated hereby and thereby contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature

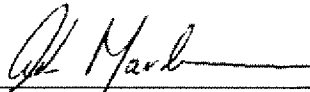
between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first above-written.

CMP MEDIA LLC

By: 
Name: Adam Mander
Title: CEO

BEYOND.COM, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment as of the date first above-written.

CMP MEDIA LLC

By: _____
Name:
Title:

BEYOND.COM, INC.

By: 
Name: RICH MILGRAM
Title: CEO

**SCHEDULE
TRADEMARKS**

TRADEMARK	COUNTRY	REG. OWNER	APP. NO.	APP. DATE	GOODS/SERVICES	CLASS	REG. NO.	REG. DATE	NEXT DUE DATE
TECH CAREERS	USA	CMP Media LLC	74/660,904	8/31/95	Providing access to an interactive computer database in the field of career management and job searching	42	2,021,499	12/3/96	12/3/16

ACKNOWLEDGMENT

STATE OF NEW YORK :
 : SS
COUNTY OF NASSAU :

Adam Marder, being duly sworn, says that he is the Chief Financial Officer of CMP Media LLC, a Delaware limited liability company, and acknowledges that he did sign said instrument on behalf of CMP Media LLC, pursuant to due authority.

Sworn to and subscribed before me this 2nd day
of August, 2007



Notary Public

My commission expires: May 1, 2010

(SEAL)

NICK V. KATSANOS
Notary Public, State of New York
No. 02KA6041093
Qualified in Nassau County
Commission Expires May 1, 2010