

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2002

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Associations Publications, Inc.		02/01/2002	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Key Communications, Inc.
Street Address:	Post Office Box 569
City:	Garrisonville
State/Country:	VIRGINIA
Postal Code:	22463
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1079377	SHELTER

CORRESPONDENCE DATA

Fax Number: (804)644-0957
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademarks@hf-law.com
 Correspondent Name: S. Brian Farmer, Hirschler Fleischer
 Address Line 1: 2100 East Cary Street
 Address Line 4: Richmond, VIRGINIA 23223

ATTORNEY DOCKET NUMBER:	023601.01936
NAME OF SUBMITTER:	Jessica L. Schurig, Paralegal
Signature:	/Jessica L. Schurig/
Date:	09/07/2007

CH \$40.00 1079377

Total Attachments: 6

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ASSETS PURCHASE AGREEMENT

This ASSETS PURCHASE AGREEMENT (the "Agreement") is made effective as of February 1, 2002 among KEY COMMUNICATIONS, INC., an Illinois corporation (the "Purchaser") doing business in Virginia, ASSOCIATIONS PUBLICATIONS, INC., a Tennessee corporation (the "Seller"), JAMES D. POWELL, the sole shareholder of the Seller (the "Shareholder"), and MARGARET JOYCE POWELL, employee of the Seller (the "Employee")

RECITALS

A. The Seller is engaged in the business of, among other things, publishing Magazines entitled Shelter, Building Components Manufacturing, and Plastic Fabricating & Forming (the "Magazines"), on a regular basis for readers in the building materials, glass, fenestration, architectural millwork and plastic industries (the "Business").

B. The Seller desires to sell and the Purchaser desires to purchase from the Seller all of the Seller's right, title and interest in and to the Business of publishing the Magazines, including, but not limited to, any and all publication rights, trademarks, tradenames, copyrights, production materials, logos, advertising and circulation data, data base of circulation, advertising prospects, advertising contracts, promotional materials, media kits, permits, memberships, copyrights, copies of back issues work in progress associated with or related to Magazines in production, commencing with the March 2002 issues of the Magazines, all as more fully set forth in Section 1.01 below, upon the terms and conditions set forth herein.

C. The Seller and the Purchaser entered into a letter of understanding, dated October 2001, relative to the transactions contemplated herein (the "Letter of Understanding").

AGREEMENT

NOW, THEREFORE, in consideration of these premises and subject to the representations, warranties, mutual covenants and other terms and conditions contained herein and for the consideration provided herein, the parties agree as follows:

I. AGREEMENT TO BUY AND SELL ASSETS.

1.01 Agreement: Assets. On the basis of the representations, warranties, covenants and agreements contained herein and subject to the terms and conditions contained herein, at the Closing (as hereinafter defined) and as of the Closing Date (as hereinafter defined), the Seller shall sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser shall purchase from the Seller, all of the assets, including the Magazines, as defined in Section 1.02 (i.e., the "Assets")Assets.

1.02 Assets. The Assets shall consist of all of the Seller's right, title, and interest in and to those Assets described in EXHIBIT 1.02 attached hereto, updated as provided therein as of the Closing Date.

1.03 Excluded Assets. The Purchaser is not purchasing, and the Seller is not selling, any of the assets of Seller described on EXHIBIT 1.03 attached hereto, which are collectively referred to in this Agreement as the "Excluded Assets".

II. PURCHASE PRICE AND PAYMENT FOR NON-COMPETITION AGREEMENTS.

In consideration of the purchase and sale of the Assets and the consummation of the transactions contemplated herein, the Purchaser shall pay to the Seller the Purchase Price and to each of Shareholder and Employee a payment for the Non-Competition Agreement to be executed by each, which shall be determined, paid and allocated as follows:

2.01 Amount.

(a) Assets Purchase Price. The total purchase price for the Assets (the "Assets Purchase Price") shall be the sum of the following:

(i) Three Hundred Fifty Thousand Dollars (\$350,000); and

(ii) Plus or minus, as the case may be, the Assets Purchase Price Adjustments (as described below in Section 2.03).

(b) Non-Competition Agreement Payment. The payment to each of Shareholder and Employee for the Non-Competition Agreements executed by each of them shall be Three Hundred Fifty Thousand Dollars (\$350,000).

2.02 Payment.

(a) Assets Purchase Price. The Assets Purchase Price shall be paid to the Seller at the Closing as follows:

(i) Cash. The Purchaser shall pay to the Seller, or to other parties that the Seller may so designate, in Cash (by cashier's or certified check, wire transfer of immediately available federal funds or other mutually agreed upon manner) ("Cash") the sum equal to One Hundred Sixteen Thousand Six Hundred Sixty-six Dollars and Sixty-six cents (\$116,666.66).

(ii) Deferred Payment. Commencing on April 1, 2002, Purchaser shall pay to Seller as further payment of the Assets Purchase Price the principle sum of Two Hundred Thirty-three Thousand Three Hundred Thirty-three and 32/100 Dollars (\$233,333.32), together with interest thereon at three (3%) percent per annum, payable in seventy-two (72) monthly installments of Three Thousand Five Hundred Forty-five and 19/100 Dollars (\$3,545.19) such obligation to be evidenced by a secured promissory note executed by the Purchaser to the Seller.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KEY COMMUNICATIONS, INC.,
the Purchaser

By: Dene Ruy
Its: President

ASSOCIATIONS PUBLICATIONS, INC.,
the Seller

By: James D. Powell
Its: President

James D. Powell
JAMES D. POWELL,
the Shareholder

Margaret Joyce Powell
MARGARET JOYCE POWELL,
the Employee

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Exhibit 1.02

ASSETS

1. All trademarks or tradenames (including United States and foreign), together with that portion of the goodwill of the Magazines associated therewith, whether registered or not, used in conjunction with the Magazines.
2. All copyrighted works and publications which are currently registered in the United States Copyright Office, if any, and all other works and publications for which registration has not been obtained, with such registered and unregistered works and publications to include, without limitation, the following (collectively, the "Works"):
 - (a) All of the materials published in or produced in connection with the Magazines;
 - (b) All of the titles, publication rights, columns, features, editorial content and other proprietary rights relating to the Magazines;
 - (c) All of the promotional materials, catalogues, brochures and the like related to the foregoing.
3. All of the inventory which is on hand as at the Closing Date, as well as all promotional materials, brochures and other property related thereto (collectively, the "Inventory"), including, without limitation, all right, title, interest in and to the Magazines.
4. All of the back issues of the magazines, as well as other assets of an archival nature, reprints, rights to reprints and any editorial matter.
5. All mailing, circulation, promotional, reader, advertiser (and prospective advertiser and reader), and other lists and reports prepared for and pertaining to the Magazines.
6. All of the artwork, editorial, discs, galleys, key lines, photography, lay-ups, negatives and other supplies pertaining to the Magazines and the Inventory.
7. All advertising, editorial, circulation and billing data and the right to examine same without restriction, and copies of all business records, sales figures projections, ledger cards, historical data, and reports and related to the Magazines.
8. Goodwill pertaining to the Purchased Assets.
9. All of the editorial and photographic materials relating to the Magazines, including published and unpublished manuscripts, drawings, art work, correspondence, memoranda, production materials, including, without limitation, communications with outside contributors and advertisers.

10. Certain computer and production equipment, listed as follows:
 - (a) Mannesman Tally Line Printer
 - (b) Agfa Horizon Plus flatbed scanner
 - (c) Two (2) Power PC workstations w\ color monitors
 - (d) Hewlett-Packard LaserJet 4M laser printer
 - (e) Intel Pentium PC w\ 14" monitor
 - (f) Two (2) serial terminals
 - (g) CD backups of back issues of magazines
 - (h) SCO Unix Software operating system
 - (i) In-house circulation/advertiser management software
 - (j) QuarkXPress, Adobe Photoshop, Aldus Freehand software
11. Trade Show Signage
12. Domain Names
 - (a) tmgpub.com
 - (b) shelterrenew.com
 - (c) bcmrenew.com
 - (d) plasticsrenew.com

Exhibit 1.03

EXCLUDED ASSETS

1. Any and all remaining computers, software, equipment, desks, furniture, fixtures, file cabinets, property, both real and personal, supplies, inventory, and any other unspecified assets not listed in Exhibit 1.02.