

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
M. Lee Smith Publishers LLC		08/24/2007	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

Name:	M. Lee Smith Publishers LLC
Street Address:	5201 Virginia Way
Internal Address:	Post Office Box 5094
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37024-5094
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2374935	DANGER ZONES FOR SUPERVISORS
Registration Number:	2398905	
Registration Number:	2493749	HUMAN RESOURCE HENRY
Registration Number:	2928795	HR HERO
Serial Number:	77176170	M. LEE SMITH PUBLISHERS HR
Registration Number:	2539690	THEHREDGE

**CORRESPONDENCE DATA**

Fax Number: (312)258-5700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-258-5724  
 Email: cbollinger@schiffhardin.com  
 Correspondent Name: Chris L. Bollinger  
 Address Line 1: P.O. Box 06079  
 Address Line 2: Schiff Hardin LLP

CH \$165.00 2374935

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:

30502-0008

NAME OF SUBMITTER:

Chris L. Bollinger

Signature:

/Chris L. Bollinger/

Date:

09/27/2007

Total Attachments: 3

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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

**THIS ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS** made as of the 24th day of August, 2007, by M. Lee Smith Publishers LLC, a Tennessee limited liability company ("Assignor"), to M. Lee Smith Publishers LLC, a Delaware limited liability company ("Assignee").

### RECITALS

Assignee and Assignor are parties to an Asset Purchase and Contribution Agreement dated on or about the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Purchase Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the registered trademarks and trademark applications and registered domain names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of the date first written above.

**M. LEE SMITH PUBLISHERS LLC, a Tennessee limited liability company**

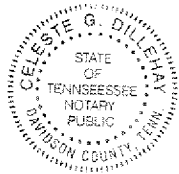
By: *Daniel M. Oswald*  
Name: Daniel M. Oswald  
Title: President

State of Tennessee )  
County of Davidson ) ss.:

On this 24<sup>th</sup> day of August, 2007, before me, Celeste Dillehay, personally appeared Daniel M. Oswald, the President of M. Lee Smith Publishers LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*Celeste G. Dillehay*  
Notary Public



NOTARY PUBLIC  
AT LARGE  
Celeste G. Dillehay  
My Commission Expires  
March 21, 2009  
STATE OF TENNESSEE

**SCHEDULE A**

**Registered Trademarks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Serial Number</b>
DANGER ZONES FOR SUPERVISORS	R2374935	08/08/00	Ser. # 75-717,014
[Human Head Design]	R2398905	10/31/00	Ser. # 75-397,191
HUMAN RESOURCE HENRY	R2493749	10/17/01	Ser. # 75-397,190
HR HERO	R2928795	03/01/05	Ser. # 78-321,734
HR Crest Design	Pending	05/09/07	Ser. # 77-176,170
THEHREDGE	R2539690	02/19/02	Ser. # 76-098,415

**Registered Domain Names**

ALALAWS.COM  
ALALAWS.NET  
CEITODAY.COM  
EMPLOYERSCOUNSEL.NET  
EMPLOYERSCOUNSEL.ORG  
HR-911.COM  
HR-911.NET  
HRHERO.COM  
HRHEROBLOGS.COM  
MLEESMITH.COM  
SUPERSUPERVISORS.COM  
TAMCLE.COM  
TENNCLE.COM  
TENNESSEEATTORNEYSMEMO.COM  
TENNESSEEATTORNEYSMEMO.NET  
THEHREDGE.NET

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