# 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
Go To Market, Inc.		05/30/2008	CORPORATION: FLORIDA

#### **RECEIVING PARTY DATA**

Name:	United Business Media LLC	
Doing Business As:	DBA Everything Channel	
Street Address:	600 Community Drive	
Internal Address:	4th Floor	
City:	Manhasset	
State/Country:	NEW YORK	
Postal Code:	11030	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3245578	CHANNELYTICS
Registration Number:	2597425	AND ISN'T THAT WHERE YOU WANT TO BE?

## **CORRESPONDENCE DATA**

Fax Number: (516)467-8532

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 516-562-5705

Email: mheddell@ubm-us.com

Correspondent Name: Melissa Heddell Address Line 1: 600 Community Drive

Address Line 2: 4th Floor

Address Line 4: Manhasset, NEW YORK 11030

NAME OF SUBMITTER:	Melissa Heddell
Signature:	/melissaheddell/
	TRADEMARK

900108286 **REEL: 003790 FRAME: 0821** 

Date:	06/05/2008
Total Attachments: 5 source=UBM Trademark Assignment Agree	ement#page2.tif ement#page3.tif ement#page4.tif

#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment Agreement") is made as of the 30<sup>th</sup> day of May, 2008 by and among Go To Market, Inc. a Florida corporation ("GTM"), Next Level, LLC, a Florida limited liability company ("NLL"), and Next Level (Southern Cone), LLC, a Florida limited liability company ("SCL", and together with GTM and NLL collectively "Assignors") and United Business Media LLC, a Delaware limited liability company ("Assignees"). Terms not defined in this Assignment Agreement shall have the same meaning assigned to them in the Asset Purchase Agreement, as defined below.

#### WITNESSETH:

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, dated May 30, 2008 by and among Assignors, Assignee and certain stakeholders named therein (the "Asset Purchase Agreement"), the parties consummated the purchase by Assignee of the Assets, as defined therein;

WHEREAS, Assignee is a successor in interest to the business of Assignor, or that portion of the business of Assignors to which the Trademarks (as defined below) pertain; and

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, Assignors sold, transferred, conveyed, assigned and delivered to Assignee all of Assignors' rights, titles and interests in and to all of Assignors' Intellectual Property Rights now known or hereafter acquired, including trademarks and servicemarks and all applications and registrations therefor, and the Intellectual Property Rights and names identified on Schedule 5.07(a) of the Asset Purchase Agreement (the trademarks and servicemarks identified on Schedule 5.07(a) of the Asset Purchase Agreement (the "Trademarks") are attached hereto as Schedule 1), and the goodwill connected with such Intellectual Property Rights and names.

NOW, THEREFORE, and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title, and interest in and to all of Assignor's Intellectual Property Rights now known or hereafter acquired, including trademarks and servicemarks and all applications and registrations therefor, and the Intellectual Property Rights and names identified on Schedule 5.07(a) of the Asset Purchase Agreement, including without limitation those set forth on Schedule I attached hereto, and the goodwill connected with such Intellectual Property Rights and names, and such sale, transfer, conveyance, assignment and delivery, insofar as they apply to Intellectual Property Rights covered by the Asset Purchase Agreement, are in confirmation of the existing sale, transfer, conveyance, assignment and delivery under the Asset Purchase Agreement. The sale, transfer, conveyance, assignment and delivery hereunder are in conjunction with the sale, transfer, conveyance, assignment and delivery pursuant to the Asset Purchase Agreement. The sale, transfer, conveyance, assignment and delivery hereunder are a

supplement to, and not in limitation of, the sale, transfer, conveyance, assignment and delivery under the Asset Purchase Agreement.

- 2. The terms of the Asset Purchase Agreement, including, but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Trademarks, are incorporated herein by this reference. Assignors acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 3. This Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 4. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed as of the  $30^{th}$  day of May, 2008.

**ASSIGNORS:** 

GO TO MARKET, INC

By: Mame: Carlos Blanco
Title: President

NEXT LEVEL, LLC

Name: Carlos Blanco Title: Manager

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NEXT LEVEL (SOUTHERN CONE), LLC

Name: Carlos Pianco

Title: Manager

ASSIGNEE:

UNITED BUSINESS MEDIA LLC

By:
Name: Scott Mozarsky

Title: Executive Vice President and

Chief Operating Officer

[- signature page to Trademark Agreement -]

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GO TO MARKET, INC.
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By:
Name: Carlos Blanco Title: President
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NEXT LEVEL, LLC
By:
Name: Carlos Blanco
Title: Manager
NEXT LEVEL (SOUTHERN CONE), LLC
Ву:
Name: Carlos Blanco
Title: Manager
ASSIGNEE:
UNITED BUSINESS MEDIA LLC
By:
Name: Scott Mozarsky
Title: Executive Vice President and

Chief Operating Officer

[- signature page to Trademark Agreement -]

### Schedule I

## **Trademarks**

- 1. Go To Market, d/b/a Next Level owns service mark Registration No.: 3,245,578 for CHANNELYTICS, registered in IC 35 on the principal register of the United States Patent and Trademark Office on 05/22/07.
- 2. Go To Market, d/b/a Next Level owns service mark Registration No.: 2,597,425 for AND ISN'T THAT WHERE YOU WANT TO BE?, registered in IC 35 on the principal register of the United States Patent and Trademark Office on 07/23/02.

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**RECORDED: 06/05/2008**