

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
Elsevier Properties SA		11/30/2009	public limited company: SWITZERLAND

RECEIVING PARTY DATA

Name:	NewBay Media LLC
Street Address:	810 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3176904	B&C
Registration Number:	3533291	B&C
Registration Number:	3449135	B&C
Registration Number:	1275087	
Registration Number:	3449128	BC BEAT
Registration Number:	3449130	BC CRAWLER
Registration Number:	2020610	BROADCASTING & CABLE
Registration Number:	0727830	FATES AND FORTUNES
Registration Number:	3448817	FATES & FORTUNES
Registration Number:	1283843	FIFTH ESTATER
Registration Number:	1457386	TWICE

CORRESPONDENCE DATA

Fax Number: (212)754-0330

900148765

**TRADEMARK
 REEL: 004105 FRAME: 0115**

OP \$290.00 3176904

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

Phone: (212) 907-7300
Email: rsilverman@golenbock.com
Correspondent Name: Robin E. Silverman
Address Line 1: 437 Madison Avenue
Address Line 2: c/oGolenbock Eiseman Assor Bell & Peskoe
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	11/30/2009

Total Attachments: 13

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is executed and delivered as of November 30, 2009, by Reed Business Information, a division of Reed Elsevier Inc., a Massachusetts corporation (“**Reed**”), Reed Elsevier Properties Inc., a Delaware corporation (“**REPI**”), and Elsevier Properties SA, a Switzerland public limited company (“**EPSA**” and together with Reed and REPI, each an “**Assignor**” and together the “**Assignors**”), in favor of NewBay Media, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of November 13, 2009 (the “**Purchase Agreement**”), by and between the Assignors and Assignee, each Assignor has agreed to assign to Assignee all right, title and interest in and to certain trademarks, trade names, service marks, brand names, logos, trade dress and other source indicators.

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

1. Reed Assignment. Reed hereby sells, assigns, transfers and conveys to Assignee (i) all right, title and interest in and to all trademarks, trade names, service marks, brand names, logos, trade dress and other source indicators used exclusively or primarily in connection with any of the Publications and/or Derivatives Works (as each is defined below), (ii) any and all causes of action, rights to sue for claims and remedies of any Seller (or any prior owner or operator to the extent conveyed to any Seller) of any aspect of any of the Publication Operations heretofore accrued or hereafter accruing against past, present and future infringements of any or all of the foregoing to the fullest extent permitted by law, and rights of priority and protection of interests therein under the laws of any jurisdiction (and the proceeds of any of the foregoing), (iii) all goodwill relating to the foregoing and (iv) all applications, registrations, renewals and extensions for any of the foregoing (collectively, the “**Reed Trademarks**”).

For purposes of this Assignment, “**Publications**” shall mean the publications, websites and e-mail newsletters set forth on Schedule 3 to this Assignment, as well as all publications, reports, supplements, special sections, special issues, RSS feeds, events, conferences and programs, produced, distributed and/or marketed by or on behalf of Reed and ancillary to any of the foregoing and whether in print, online, electronic, broadband, digital, CD-ROM, tape, disc, tape, or any other form, format or media. For purposes of this Agreement, “**Derivative Works**” shall mean derivative works as such term is defined under the copyright laws of the United States.

2. REPI Assignment. REPI hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks set forth in Schedule 2 attached hereto, (ii) any and all causes of action, rights to sue for claims and remedies of any Seller (or any prior owner or operator of any aspect of any of the Publication Operations to the extent conveyed to any Seller) heretofore accrued or hereafter accruing against past, present and future infringements of any or all of the foregoing to the fullest extent permitted by law, and rights of priority and protection of interests therein under the laws of any jurisdiction (and the proceeds of any of the foregoing), (iii) all goodwill relating to the foregoing and (iv) all applications,

registrations, renewals and extensions for any of the foregoing (collectively, the “**REPI Trademarks**”).

3. EPSA Assignment. EPSA hereby sells, assigns, transfers and conveys to Assignee all right, title and interest in and to the Trademarks set forth in Schedule 1 attached hereto, (ii) any and all causes of action, rights to sue for claims and remedies of any Seller (or any prior owner or operator of any aspect of any of the Publication Operations to the extent conveyed to any Seller) heretofore accrued or hereafter accruing against past, present and future infringements of any or all of the foregoing to the fullest extent permitted by law, and rights of priority and protection of interests therein under the laws of any jurisdiction (and the proceeds of any of the foregoing), (iii) all goodwill relating to the foregoing and (iv) all applications, registrations, renewals and extensions for any of the foregoing (collectively, the “**EPSA Trademarks**” and together with the Reed Trademarks and the REPI Trademarks, the “**Assigned Trademarks**”).

4. Excluded Trademarks. For the avoidance of doubt, the Assignors do not hereby sell, assign, convey or transfer all or any portion of their rights, title or interest in and to the names “Reed” or “Elsevier” or “Zibb” or “RBI” or “RB” or any combination or derivative thereof and shall continue to maintain their ownership in such.

5. Authority to Record. Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark offices in each country in which any of the Assigned Trademarks has been applied for and/or registered, to record Assignee as the assignee and owner of the Assigned Trademarks and to issue any trademarks or service marks which may be granted on any applications included in the Assigned Trademarks to Assignee as assignee of the entire right, title and interest therein and thereto.

7. Further Assurances. Each Assignor agrees, without additional consideration, to execute any powers of attorney, applications, assignments, declarations, affidavits, and other papers as Assignee shall request from time to time as necessary or desirable to further evidence the transfer of, vest, record and/or perfect good, valid and marketable title in the Assigned Trademarks (or any of them) to the Assignee.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

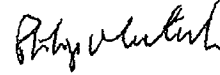
[Signature Page Follows]

ELSEVIER PROPERTIES SA

By:



Jacques BILLY
Chairman



Phil Mestecky
Managing Director

On this 26th day of November, 2009, before me the signatories above personally appeared and acknowledged to be the above-stated officers of Elsevier Properties SA, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

TRADEMARK

REEL: 004105 FRAME: 0119



AUTHENTICATION =-

Nicholas SCHAER, notary public in Neuchâtel (Switzerland), authenticates the signatures of : -----

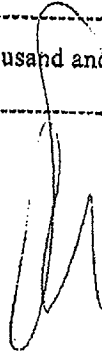

- **Mr. Jacques Bernard BILLY**, born the 22.01.1971, from France, passport no 04FE06256, attached on the present document-----

- **Mr. Philip Alun MESTECKY**, born the 03.10.1969, from United Kingdom of Great Britain and Northern Ireland, passport no 403191423 -----

set on the present trademark assignment.-----

Neuchâtel (Switzerland), November, twenty-six, two thousand and nine (11.26.2009).

ACTE EN MINUTE. Rép.Gén.Vol. 33, no 76-----

TRADEMARK

REEL: 004105 FRAME: 0120

REED ELSEVIER PROPERTIES INC.

By: Renee Simonton
Name: RENEE SIMONTON
Title: PRESIDENT

STATE OF DELAWARE
COUNTY OF NEW CASTLE

On this 14th day of NOV., 2009, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Elsevier Properties Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Margaret Carolyn Tracy

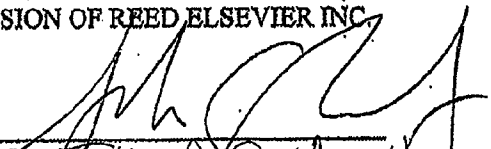
Notary Public
[SEAL]

MARGARET CAROLYN TRACY
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires Aug. 8, 2013

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 004105 FRAME: 0121

REED BUSINESS INFORMATION, A
DIVISION OF REED ELSEVIER INC

By: 
Name: Julie A. Goldwirth
Title: V.P. & Deputy General Counsel

STATE OF Georgia
COUNTY OF Fulton

On this 3rd day of November, 2009, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Reed Business Information, a Division of Reed Elsevier Inc., and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]





(Signature Page to Trademark Assignment)

NEWBAY MEDIA LLC

By: *[Signature]*
Name: Max van Zuben
Title: Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 25 day of NOV, 2009, before me the signatory above personally appeared and acknowledged to be the above-stated officer of NewBay Media LLC, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

[Signature]
Notary Public
[SEAL]

KENNETH A. EDELSTEIN
Notary Public, State of New York
No. 01ED6041732
Qualified in New York County
Commission Expires May 15, 2010

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 004105 FRAME: 0123

Schedule 1 to Trademark Assignment

EPSA Trademarks

See attached.

LEGAL_US_E # 85778014.1

Mark (Profile Name)	Curr. Owner	Country	Registration #
B&C	EPSA	USA	3176904
B&C and design	EPSA	USA	3533291
B&C and design	EPSA	USA	3449135
B&C Logo Only	EPSA	USA	1275087
BC BEAT	EPSA	USA	3449128
BC CRAWLER	EPSA	USA	3449130
BROADCASTING & CABLE & Design	EPSA	USA	2020610
BROADCASTING & CABLE & Design	EPSA	CTM	694380
BROADCASTING & CABLE & Design	EPSA	Brazil	336661
BROADCASTING & CABLE & design (China)	EPSA	China	3512108
FATES AND FORTUNES	EPSA	USA	727830
FATES AND FORTUNES	EPSA	USA	3448817
FIFTH ESTATER	EPSA	USA	1283843
TWICE	EPSA	USA	1457386

Schedule 2 to Trademark Assignment

REPI Trademarks

See attached.

LEGAL_US_E # 85778014.1

Mark (Profile Name)	Reg. Owner	Country Name	Registration #
MULTICHANNEL NEWS	Reed Elsevier Properties Inc.	United States of America (USA)	1213894
MULTICHANNEL NEWS	Reed Elsevier Properties Inc.	United States of America (USA)	3023368
MULTICHANNEL NEWS INTERNATIONAL	Reed Elsevier Properties Inc.	United States of America (USA)	3456290
MULTICHANNEL NEWSWIRE	Reed Elsevier Properties Inc.	United States of America (USA)	3456289
TWICE	Reed Elsevier Properties Inc.	China (People's Republic of)	4121753
TWICE	Reed Elsevier Properties Inc.	Russian Federation	335315
TWICE	Reed Elsevier Properties Inc.	India	1407706
TWICE	Reed Elsevier Properties Inc.	Russian Federation	335316
TWICE	Reed Elsevier Properties Inc.	China (People's Republic of)	4121752
TWICE	Reed Elsevier Properties Inc.	China (People's Republic of)	4121895
TWICE	Reed Elsevier Properties Inc.	India	1417039

Schedule 3 to Trademark Assignment
Publications, Websites and E-mail newsletters

See attached.

LEGAL_US_E # 85778014.1

PUBLICATIONS

Publications:

- ◆ TWICE
- ◆ Broadcasting & Cable
- ◆ Multichannel News

Websites:

<http://www.twice.com> (This Week In Consumer Electronics)
<http://www.broadcastingcable.com> (Broadcasting and Cable)
<http://www.multichannel.com> (Multichannel News)

E-mail Newsletters:

Property	letter
TWICE	Breaking News
TWICE	TWICE News Daily
TWICE	TWICE Retail eWeekly
BROADCASTING & CABLE	B&C Today
BROADCASTING & CABLE	HD Update
BROADCASTING & CABLE	Breaking News
Multichannel News	VOD
Multichannel News	Breaking News
Multichannel News	Cable Technology
Multichannel News	HD Programming
Multichannel News	Hispanic TV Update
Multichannel News	Multicultural
Multichannel News	Multichannel NewsWire
MCN/B&C	Television Careers
MCN/B&C	Tech Talk

Events / Webinars:

All B+C, MCN and Twice branded events and webinars including:

NATPE Breakfast
Competitive Summit
NCTA Multicultural TV Breakfast
Tech Everywhere / Anywhere
Tech Leadership Awards
Hispanic TV Summit
News Technology
Hall of Fame
CTAM Breakfast
On Screen Media Summit
Wonder Woman

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