

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Secured Party Bill of Sale

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BIA DP Holdings, LLC		11/11/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BIA DP Holdings, LLC
<b>Street Address:</b>	15120 Enterprise Court
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Chantilly
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20151
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2837945	FACILITY CARE
Registration Number:	2841925	ASSOCIATION MEETING & EVENT PLANNERS
Registration Number:	2841926	MASS MERCHANDISERS & OFF-PRICE APPAREL BUYERS
Registration Number:	2841927	PREMIUM, INCENTIVE & TRAVEL BUYERS
Registration Number:	2841928	WOMEN'S AND CHILDREN'S WEAR BUYERS
Registration Number:	2846975	CORPORATE MEETING PLANNERS
Registration Number:	2846976	THE HOSPITAL PHONE BOOK
Registration Number:	2846977	THE SALESMAN'S GUIDE
Registration Number:	2880781	SG
Registration Number:	3022285	GIFT, HOUSEWARES & HOME TEXTILES BUYERS
Registration Number:	3022284	MEN'S & BOYS' WEAR BUYERS
Registration Number:	3088923	MEDICAL MEETING & EVENT PLANNERS
Registration Number:	3180282	AMERICAN PAINTING CONTRACTOR

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Registration Number:	3210902	OSHA TRAINING CAMP
Registration Number:	3258691	HIRING THE BEST
Registration Number:	1822422	COMMUNICATION BRIEFINGS
Registration Number:	1993099	AMERICAN SPEAKER
Registration Number:	2045442	TREND LETTER

**CORRESPONDENCE DATA**

Fax Number: (704)353-3246  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (704) 331-7400  
Email: mike.tobin@klgates.com  
Correspondent Name: K&L Gates, LLP (Attn: Michael A. Tobin)  
Address Line 1: 214 North Tryon Street  
Address Line 2: Hearst Tower, 47th Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2833461.00200
NAME OF SUBMITTER:	Michael A. Tobin
Signature:	/Michael A. Tobin/
Date:	05/04/2010

Total Attachments: 2  
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SECURED PARTY BILL OF SALE  
UNDER N.J.S.A. § 12A:9-610

THIS BILL OF SALE ("Bill of Sale") is made as of 5:10 P.M., November 11, 2008, by BIA DP Holdings, LLC, a Delaware limited liability company (the "Secured Party") in favor of BIA DP Holdings, LLC, a Delaware limited liability company (the "Buyer").

WHEREAS, Secured Party is the successor in interest to the rights of TD Bank, N.A. (as successor by merger to Commerce Bank, N.A.) ("Original Lender") under that certain Loan and Security Agreement (the "LSA") dated as of January 19, 2005 by and between Original Lender and Douglas Publications, LLC ("Borrower") and all related Loan Documents (as such term is defined in the LSA); and,

WHEREAS, pursuant to the Loan Documents, Borrower granted to Original Lender a security interest in all assets of Borrower whether real, personal or mixed, or tangible or intangible and regardless of where located (the "Collateral") including, without limitation (i) the right to use the name "Douglas Publications" and any other registered or unregistered tradenames, trademarks, and servicemarks including, without limitation, any tradenames, trademarks, and servicemarks listed on Schedule A to the Trademark Security Agreement dated January 19, 2005 by and between Borrower and Original Lender, (ii) all copyrighted works listed on Schedule A to the Copyright Security Agreement dated January 19, 2005 by and between Borrower and Original Lender, (iii) all rights of Borrower in any pending litigation, and (iv) all rights of Borrower to assert and/or waive any attorney-client privilege or other applicable privilege or protection related to the Collateral; and,

WHEREAS, all amounts owed by Borrower under the Loan Documents are past due and an Event of Default under the Loan Documents exists and is continuing, and Secured Party, as the successor in interest to the rights of Original Lender, has exercised its rights under the Loan Documents pursuant to Part 6 of Article 9 of the Uniform Commercial Code as in effect in New Jersey (N.J.S.A. § 25-9-601 et seq); and,

WHEREAS, on October 27, 2008, Secured Party duly served a Notification of Secured Party Sale of Collateral (the "Notification") to Borrower and all other interested parties in accordance with applicable law, which Notification is attached hereto and incorporated herein by reference as Exhibit "A"; and,

WHEREAS, in accordance with the Notification, Secured Party commenced a public sale on November 6, 2008 (the "Public Sale") and announced during such Public Sale that the Public Sale would be adjourned until November 11, 2008; and,

WHEREAS, on November 11, 2008, Buyer was the successful bidder at the Public Sale and agreed to acquire the Collateral in exchange for a purchase price of \_\_\_\_\_ (the "Purchase Price").

NOW, THEREFORE, in consideration of payment of the Purchase Price by or on behalf of the Buyer, Secured Party hereby grants, bargains, sells, assigns, transfers and conveys the Collateral to Buyer, its successors and assigns, to the full extent authorized and permitted by N.J.S.A. § 25-9-610(a). It is the intent of Secured Party that upon execution and delivery of this

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Bill of Sale to Buyer, Buyer shall have all rights in the Collateral to the full extent provided by N.J.S.A. § 25-9-617(a) and (b) and other applicable provisions of the Uniform Commercial Code as in effect in New Jersey.

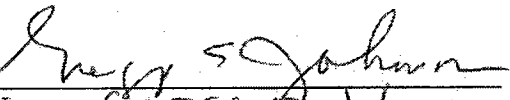
The acquisition of the Collateral by Buyer shall not result in the assumption by Buyer of any liability or obligation of Borrower of whatever nature, whether known or unknown, absolute, contingent, presently in existence or arising hereafter and whether or not related to the Collateral; provided, however, Borrower may, but shall have no obligation to, designate in writing those liabilities of Borrower it elects to assume. Except for any such liabilities expressly assumed by Buyer in a separate written agreement, Buyer shall not be deemed to have assumed any liabilities of Borrower as a result of its acquisition of the Collateral.

By its acceptance of this Bill of Sale, Buyer acknowledges and agrees that **DELIVERY OF THIS BILL OF SALE AND ACQUISITION BY BUYER OF ANY RIGHTS IN THE COLLATERAL IS WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE QUALITY, CONTENT OR CONDITION OF ALL OR ANY PART OF THE COLLATERAL; AND FURTHER WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER SIMILAR WARRANTY, EXPRESS OR IMPLIED; ANY AND ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SECURED PARTY. BY ACCEPTANCE OF THIS BILL OF SALE, BUYER FURTHER ACKNOWLEDGES THAT THE COLLATERAL IS BEING SOLD IN AN "AS IS" AND "WHERE IS" CONDITION.**

IN WITNESS WHEREOF, Secured Party and Buyer have executed and delivered this Bill of Sale as of the date first above written.

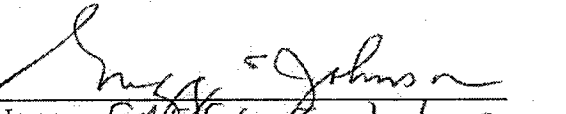
**Secured Party:**

**BIA DP Holdings, LLC**

By:   
Name: Gregg E. Johnson  
Title: \_\_\_\_\_

**Buyer:**

**BIA DP Holdings, LLC**

By:   
Name: Gregg E. Johnson  
Title: \_\_\_\_\_

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