

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
Babcox Publications LLC		11/23/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DaisyDaffy, Inc.
Street Address:	3550 Embassy Parkway
City:	Akron
State/Country:	OHIO
Postal Code:	44311
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1946137	UNDERHOOD SERVICE
Registration Number:	2216812	ADSCOPE
Registration Number:	2312715	AFTERMARKETNEWS.COM
Registration Number:	3323856	TECHSHOP
Registration Number:	2479638	BODYSHOP BUSINESS
Registration Number:	2479639	BRAKE & FRONT END
Registration Number:	2449237	COUNTERMAN
Registration Number:	2479641	IMPORTCAR
Registration Number:	2487219	TIRE REVIEW
Registration Number:	2638646	BABCOX
Registration Number:	2660796	TOMORROWS TECHNICIAN
Registration Number:	2982591	INTEGRATED COMMUNICATION SERVICES FOR THE AUTOMOTIVE AFTERMARKET
Registration Number:	3042979	SERVICIO AUTOMOTRIZ

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Registration Number:	3022286	P.A.R.T.S.
Registration Number:	1976815	TRANSPORT TECHNOLOGY TODAY
Registration Number:	2709020	FLEET EQUIPMENT
Registration Number:	3131467	AUTOCAREPRO:NEWS
Registration Number:	3270219	ACCELERATING BUSINESS
Registration Number:	3198743	AMN
Registration Number:	3295834	ENGINE BUILDER

CORRESPONDENCE DATA

Fax Number: (330)864-7986
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 216-621-0150
Email: trademarks@hahnlaw.com
Correspondent Name: Hahn Loeser + Parks LLP
Address Line 1: One GOJO Plaza, Suite 300
Address Line 4: Akron, OHIO 44311

NAME OF SUBMITTER:	Amanda H. Wilcox
Signature:	/Amanda H. Wilcox/
Date:	06/10/2010

Total Attachments: 3
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 23 day of November, 2009, between Babcox Publications LLC, a Delaware limited liability company ("Seller"), and DaisyDaffy, Inc., an Ohio corporation ("Buyer").

RECITALS

A. Seller is engaged in the business of producing business-to-business print magazines, websites and on-line publications relating to the automotive aftermarket and truck fleet markets (the "Business"); and

B. Seller desires to sell and Buyer desires to purchase substantially all of Seller's assets upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, Buyer and Seller hereby agree as follows:

1. Sale and Purchase of Assets.

1.1. Purchased Assets. At the Closing (as such term is defined in Section 6.1 below), Seller shall sell, transfer and assign to Buyer, by bill of sale or other appropriate instruments of assignment and transfer, free and clear of all liens, charges, covenants, conditions, adverse claims, demands, encumbrances, limitations, security interests or other title defects or restrictions of any kind (collectively, "Liens"), and Buyer shall purchase for the consideration herein provided, all rights, title and interest in and to all of the assets of Seller other than the Retained Assets identified in Section 1.2 (such purchased assets are hereinafter collectively referred to as the "Purchased Assets"), including without limitation, the following:

(a) Cash and Cash Equivalents. Cash, bank deposits and marketable securities, but only to the extent that such items exceed One Million Three Hundred Seventy One Thousand Five Hundred Dollars (\$1,371,500) (such amounts up to One Million Three Hundred Seventy One Thousand Five Hundred Dollars (\$1,371,500), the "Retained Cash");

(b) Receivables. All accounts and notes receivable of Seller (whether current or non-current) that are outstanding as of the Closing Date, and any other rights to receive payments as of the Closing Date, including all trade accounts receivable representing amounts receivable in respect of goods shipped or delivered, products sold or services rendered prior to the Closing Date, and the full benefit of all securities for such accounts or debts.

(c) Inventories. Inventories of raw materials, work-in-process and finished products, supplies, shipping containers and packaging materials;

(d) Prepaid Expenses and Deposits. Prepaid expenses and deposits;

(e) Tangible Personal Property. All tangible personal property, including all machinery, equipment, furniture, fixtures, leasehold improvements, tools, motor vehicles and computers;

(f) Contract Rights. All rights of Seller under the Assumed Contracts (as defined in Section 2.1(b) below) and all rights to refunds and adjustments of any kind;

(g) Authorizations. All licenses, approvals, certificates and permits issued by any governmental authority relating to or utilized in connection with the Business or the Purchased Assets;

(h) Intellectual Property Rights. All intellectual property, including but not limited to trade names (including without limitation, the name "Babcox Publications" and all derivations thereof), trademarks and service marks and all registrations and applications therefor, together with the goodwill symbolized or represented by the foregoing, mask works, works of authorship and all copyrights related thereto and all registrations and applications therefor, inventions, discoveries, designs, industrial models and all patent rights relating thereto and all applications therefor and all reissues, divisions, continuations and extensions thereof, know-how, domain names, trade secrets, processes, technology, discoveries, formulae and procedures, customer lists and circulation lists and data files (collectively hereinafter referred to as "Intellectual Property Rights"), together with the right to sue for past infringement or improper, unlawful or unfair use or disclosure of any of the foregoing;

(i) Listings and Materials. Interests in and to telephone and telex numbers, post office boxes and all listings pertaining to Seller in all telephone books and directories, stationery, forms, labels, shipping material, catalogs, brochures, and advertising and promotional materials;

(j) Goodwill. All goodwill and going concern value associated with Seller, the Business and the Purchased Assets; and

(k) Other. All other assets that are used in or useful to the operation of the Business other than the Retained Assets, whether or not referenced in any paragraph above.

1.2. Retained Assets. Seller shall not sell, transfer or assign, and Buyer shall not purchase, the following assets of Seller (collectively, the "Retained Assets"):

(a) Retained Cash. All Retained Cash;

(b) Tax Refunds. Rights to tax refunds;

(c) Certain Records. The corporate minute book, stock records and tax returns of Seller and other similar corporate books and records the originals of which Seller is required to maintain under applicable laws (provided copies of the same are included among the Purchased Assets); and

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed as of the day and year first above written.

Babcox Publications LLC

By: William E Babcox

Name: William E Babcox

Title: President

("Seller")

DaisyDaffy, Inc.

By: William E Babcox

Name: William E Babcox

Title: President

("Buyer")