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### 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
Professional Education International, Inc.		04/09/2010	CORPORATION: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	United Business Media LLC	
Street Address:	600 Community Drive	
City:	Manhasset	
State/Country:	NEW YORK	
Postal Code:	11030	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	75417546		
Registration Number:	2155762	DESIGNCON	
Registration Number:	3767134	DESIGNVISION	

### **CORRESPONDENCE DATA**

Fax Number: (212)768-6800

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

Phone: 212-768-5367

Email: trademarks@sonnenschein.com

Correspondent Name: Monica B. Richman

Address Line 1: c/oSonnenschein Nath & Rosenthal LLP
Address Line 2: Wacker Dr. Station, 233 South Wacker Dr.

Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER: 20001431-1943

NAME OF SUBMITTER: Monica B. Richman

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Signature:	/monica b. richman/		
Date:	08/16/2010		
Total Attachments: 4 source=Assignment between Professional Education International and UBM#page1.tif source=Assignment between Professional Education International and UBM#page2.tif source=Assignment between Professional Education International and UBM#page3.tif source=Assignment between Professional Education International and UBM#page4.tif			

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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of April 2, 2010 by and between Professional Education International, Inc. ("Assignor"), an Illinois corporation, and United Business Media LLC ("Assignee"), a Delaware limited liability company.

WHEREAS, pursuant to that certain Asset Purchase Agreement, entered into as of the date hereof (the "Purchase Agreement"), by and among Assignee, Assignor, and, for limited purposes, John R. Janowiak, Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor certain of the assets of Assignor;

WHEREAS, Assignor owns each trademark, and the application or registration therefor, which is identified in Schedule A attached hereto (each a "Trademark", and collectively, the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, the parties wish to execute and deliver this Assignment for the purposes of assigning the Trademarks from the Assignor to the Assignee and recording such assignment with the United States Patent and Trademark Office.

THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- I. Assignment. The Assignor hereby sells, transfers and assigns to the Assignee, and the Assignee hereby receives, purchases, acquires, assumes and accepts, all of the Assignor's right, title and interest in and to each Trademark and the use thereof, the application or registration of each Trademark as set forth in Schedule A, all past, present and future applications and registrations therefor and extensions and renewals thereof, together with all of the business associated with each Trademark and all of the goodwill associated with or symbolized by each Trademark, the right to sue for past, present and future infringement of each Trademark and the right to any other claim arising out of or relating to the use and ownership of each Trademark, and all rights corresponding with the foregoing throughout the world.
- 2. <u>Further Assurances</u>. The Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by the Assignee to obtain the benefit of this Assignment, including, without limitation, in connection with the recordal of this Assignment in the United States and any non-U.S. jurisdiction.
- 3. <u>Successors and Assigns.</u> This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
  - 4. Governing Law and Jurisdiction.
- (a) The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in

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accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

- (b) The parties agree that any action, suit or other proceeding relating in any way to this Assignment or the other agreements and documents related hereto or the transactions contemplated hereby and thereby shall be brought and enforced in the state or federal courts located in New York, New York, unless injunctive relief is sought by a party and, in such party's judgment, may not be effective unless obtained in some other venue. Bach of the parties irrevocably: (a) consents to the jurisdiction of the Courts of the State of New York and of any Federal court located in such State in connection with any action, suit or other proceeding arising out of or relating to this Assignment or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceeding is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; (c) waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices under the Purchase Agreement.
- 5. <u>Incorporation by Reference: Conflict.</u> Nothing in this Assignment is intended to limit or supersede in any way the parties' representations, warranties or agreements in the Purchase Agreement. The Purchase Agreement is incorporated herein by reference, and shall control in the event of any conflict with the terms of this Assignment.
- 6. <u>Counterparts: Facsimile Signatures.</u> This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment may be executed through delivery of duly executed signature pages by facsimile or digital transmission.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first written above.

## ASSIGNOR:

PROFESSIONAL EDUCATION

INTERNATIONAL, INC.

By: /// /C. Name: John Janowiak

Title: President

ASSIGNEE:

UNITED BUSINESS MEDIA LLC

Name: Tours

Title: Assistment Section

# AMENDED SCHEDULE A

MARK	COUNTRY	REG./(APPL.)#	REG./(APPL.) DATE
DESIGNCON	United States	2,155,762	May 5, 1998
DESIGNVISION	United States	3,767,134	March 30, 2010
CHIPHEAD	United States	75,417,546	

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**RECORDED: 08/16/2010**