

09-07-2010

J.S. DEPARTMENT OF COMMERCE
1 States Patent and Trademark Office

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103606281



To the Director of the U. S. Patent and Trade Mark Office, please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cygnus Business Media, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) August 19, 2010

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Source 360 Media, LLC

Internal _____

Address: _____

Street Address: 256 Brentwood Drive

City: Alabaster

State: AL

Country: US Zip: 35007

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other LLC Citizenship Alabama

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3580444

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The word mark "Industrial Machinery Digest"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: William Strickland

Internal Address: _____

Street Address: 256 Brentwood Drive

City: Alabaster

State: AL Zip: 35007

Phone Number: 205-903-9178

Fax Number: 866-826-5918

Email Address: William.Strickland@indmacdig.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

09/07/2010 AMULLINS 00000017 3580444

01 FEB 2011

Deposit Account Number _____ 40.00 UP

Authorized User Name _____

9. Signature:

Paul M. Bonaiuto
Signature

August 19, 2010

Date

Paul M. Bonaiuto, CFO

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004273 FRAME: 0256

TRANSFER AND ASSIGNMENT AGREEMENT


Cygnus Business Media, Inc., a Delaware corporation ("Seller") hereby sells, transfers, and assigns to Source 360 Media, LLC, an Alabama limited liability company ("Buyer"), for good and valuable consideration, free and clear of all liens, pledges, charges and encumbrances, all of Seller's right, title and interest in the following assets (collectively "Assets"), and Buyer takes and assumes such Assets:

1. The assets listed on Exhibit A; and
2. All trademarks, copyrights, and other intellectual property rights in (a) the Publication Content, as that term is defined in Exhibit A, including, without limitation, all of the exclusive copyright rights listed in 17 U.S.C. § 106; (b) the trade names "Industrial Machinery Digest" and "Total Industrial Plant Solutions" and the logos identified on Exhibit B; (c) the uniform resource locators www.indmacdig.com, www.surplusguide.net, and www.tipscd.com; and (d) the copyrights to the content owned by Seller on the websites www.indmacdig.com, www.surplusguide.net, and www.tipscd.com including the styling and mark-up (but excluding any other data or information developed or used by Seller such as, without limitation, any source code, object code, server-side code, or other code or the content management system.
3. The advertising agreements or insertion orders identified on Exhibit C, and all obligations arising thereunder after the Effective Date.
4. The other contracts and service agreements identified on Exhibit D, and all obligations arising thereunder after the Effective Date.

The Assets are being sold "As-Is" with no warranties except as to title.

This Transfer and Assignment Agreement is dated and effective this 19th day of August, 2010 (the "Effective Date").

CYGNUS BUSINESS MEDIA, INC.

By: 
Paul M. Bonaiuto, CFO