

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
CSP, LLC		06/30/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CSP Business Media, LLC
Street Address:	c/o Redwood Acquisitions, LLC
Internal Address:	1101 30th Street, NW, Suite 500
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20007
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3390246	24-7 CONNECT
Registration Number:	3377549	CONVENIENCE RETAILING CONFERENCE
Registration Number:	2986988	CSP
Registration Number:	2986989	CSP
Registration Number:	3078346	CSP CONVENIENCE STORE/PETROLEUM
Registration Number:	3238668	CSP INDEPENDENT
Registration Number:	3772838	CSPEDIA
Registration Number:	1618689	FOODSERVICE DIRECTOR
Registration Number:	3764474	FARE THE MAGAZINE FOR FOODSERVICE AT RETAIL
Registration Number:	1747067	HANDBOOK OF FOODSERVICE DISTRIBUTION
Registration Number:	2147797	ID
Registration Number:	1724129	ID UPDATE
Registration Number:	3384363	OUTLOOK LEADERSHIP

CH \$415.00 3390246

Registration Number:	3579366	RESTAURANT BUSINESS
Registration Number:	3377550	RESTAURANT LEADERSHIP CONFERENCE
Serial Number:	85518237	EDUNETWORKING

CORRESPONDENCE DATA

Fax Number: 2124920140
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 373-3140
 Email: dgaier@paulweiss.com, emendes@paulweiss.com
 Correspondent Name: Danielle L. Gaier
 Address Line 1: 1285 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10019-6064

NAME OF SUBMITTER:	Danielle L. Gaier
Signature:	/Danielle L. Gaier/
Date:	07/03/2012

Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2012, by CSP, LLC, a Delaware limited liability company ("Assignor"), in favor of CSP Business Media, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to certain registered trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary or desirable to effectuate the assignment and transfer of the Trademarks from Assignor to Assignee.

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

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks and all applications and registrations thereof throughout the world, (b) the goodwill of the business symbolized by and associated with the Trademarks, and (c) all rights, claims and privileges related to any of the Trademarks, including (i) the right to prosecute applications for registration of trademarks and maintain trademark registrations for the Trademarks and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage, degradation or injury to the Trademarks.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Trademarks.

3. Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

4. In the event of a conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

CSP, LLC

By: Paul J. Renta
Name: Paul J. Renta
Title: Partner

CSP BUSINESS MEDIA, LLC

By: 
Name: *Michael M. Wood, Jr.*
Title: President and Secretary

[Signature page to the Trademark Assignment]

SCHEDULE 1

Trademarks

Mark	Country	Serial No/ Filing Date	Reg. No/ Reg. Date	Int'l Classes	Owner	Status
24-7 CONNECT 24-7 CONNECT	US Federal	78-950597 August 11, 2006	3,390,246 February 26, 2008	35	CSP, LLC	Registered
CONVENIENCE RETAILING CONFERENCE <small>CONVENIENCE RETAILING CONFERENCE</small>	US Federal	77-168811 April 30, 2007	3,377,549 February 5, 2008	41	CSP, LLC	Registered
CSP CSP	US Federal	76-579300 March 5, 2004	2,986,988 August 23, 2005	16, 35	CSP, LLC	Registered
CSP (Stylized) CSP	US Federal	76-579301 March 5, 2004	2,986,989 August 23, 2005	16, 35	CSP, LLC	Registered
CSP CONVENIENCE STORE/PETROLEU M <small>CONVENIENCE STORE/PETROLEUM</small>	US Federal	76-636616 April 21, 2005	3,078,346 April 11, 2006	16	CSP, LLC	Registered
CSP INDEPENDENT <small>CSP INDEPENDENT</small>	US Federal	76-658682 April 18, 2006	3,238,668 May 8, 2007	16	CSP, LLC	Registered
CSPEDIA CSPEDIA	US Federal	77-626228 December 4, 2008	3,772,838 April 6, 2010	35	CSP, LLC	Registered
EDUNETWORKING EduNetworking	US Federal	85-518237 January 17, 2012		35, 41	CSP, LLC	Pending

Mark	Country	Serial No/ Filing Date	Reg. No/ Reg. Date	Int'l Classes	Owner	Status
FOODSERVICE DIRECTOR	US Federal	73-781069 February 16, 1989	1,618,689 October 23, 1990	8, 15	CSP, LLC	Registered
FARE THE MAGAZINE FOR FOODSERVICE AT RETAIL FARE The Magazine For Foodservice At Retail	US Federal	77-582951 October 1, 2008	3,764,474 March 23, 2010	16	CSP, LLC	Registered
HANDBOOK OF FOODSERVICE DISTRIBUTION	US Federal	74-235430 January 6, 1992	1,747,067 January 19, 1993	16	CSP, LLC	Registered
ID	US Federal	75-286971 May 5, 1997	2,147,797 March 31, 1998	35	CSP, LLC	Registered
ID UPDATE	US Federal	74-158473 April 18, 1991	1,724,129 October 13, 1992	35	CSP, LLC	Registered
OUTLOOK LEADERSHIP OUTLOOK LEADERSHIP	US Federal	77-168795 April 30, 2007	3,384,363 February 19, 2008	35, 41	CSP, LLC	Registered
RESTAURANT BUSINESS RESTAURANT BUSINESS	US Federal	77-492733 June 6, 2008	3,579,366 February 24, 2009	16	CSP, LLC	Registered
RESTAURANT LEADERSHIP CONFERENCE RESTAURANT LEADERSHIP CONFERENCE	US Federal	77-168827 April 30, 2007	3,377,550 February 5, 2008	41	CSP, LLC	Registered