

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
Connell Communications, Inc.		03/15/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Mr. James E James		
Street Address:	2220 Waterleaf Court		
Internal Address:	Unit 202		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60565		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1382247	COMING ATTRACTIONS	
Registration Number:	3354627	ENTERTAINMENT AT HOME	
CORRESPONDENCE DATA			
Fax Number:	5084244807		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9033134119		
Email:	trademark_docket@idg.com		
Correspondent Name:	Connell Communications, inc.		
Address Line 1:	45 Main street		
Address Line 4:	Peterborough, NEW HAMPSHIRE 03458		
ATTORNEY DOCKET NUMBER:	IDG 0501 & IDG 05-041		
NAME OF SUBMITTER:	Kevin C. Krull		
Signature:	/Kevin C Krull/		

CH \$65.00 1382247

Date:

03/20/2013

Total Attachments: 9

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DOMAIN SALE AND TRANSFER AGREEMENT



This Agreement ("Agreement") is entered into this 15th day of March 2013 between Connell Communications, Inc. with offices at 45 Main Street, Peterborough, NH 03458 referred to as (Seller") and James E. James, 2220 Waterleaf Court, Unit 202 Naperville, IL 60565 ("Buyer"), Buyer and Seller are sometimes referred to collectively as "Parties" and individually as "Party".

Whereas, the Seller is the owner of the domains entertainmentathome.xxx; moviemagazine-eah.com; 24-7entertainmentguide.co ("Domain Names"), and

Whereas, the Seller is willing to sell and the Buyer is willing to purchase the Domain Name and the Assets Purchased (as defined below),

Now therefore in accordance with the terms of this Agreement the Seller and the Buyer agree as follows:

1. Consideration

The full amount of the consideration for the purchase of the Domain name is:

- a. Upon execution of this agreement the Buyer will pay the Seller the sum of Forty Thousand Dollars (\$40,000 US), (the "Consideration") and upon confirmation of the receipt of the Consideration the Seller will transfer the Domain Names to the Buyer.

2. Assets Purchased

Seller does hereby sell, assign and transfer to Buyer all of his right title and interest in the following:

- a. The Domain Names including all legal and equitable rights, title, interests and all rights and privileges pertaining thereto.
- b. The trademarks (registered and common law) rights together with any good will "Entertainment at Home" and "Coming Attractions". The Seller has executed the Trademark Assignment attached hereto as Exhibit A.
- c. All copyrights (registered and common law) for "Entertainment at Home" and "Coming Attractions" publications owned by the Seller ("Publications"). The Seller has executed the Copyright Assignment attached hereto as Exhibit B.
- d. The Buyers Guide and email distribution list [e-newsletter].
- e. Current Customer data and Historical Customer data where available from the MOM System.
- f. Copies of Feb and March Studio invoices, with detailed title billing.
- g. Login information for access to all studios that Nan interacted with.
- h. Transfer of all templates and studio files from Nan's PC, software is not assignable.
- i. Nan's Mac with templates, all CCI info removed

- J. The Home Entertainment Website. ("HEW")

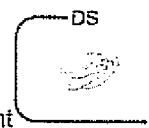


Collectively paragraph 2(a) to (j) above are known as the Assets Purchased ("Assets Purchased").

3. Performance by Seller

Seller further agrees as follows:

- a. Within two business days of, receipt of the Consideration, change the technical and administrative contacts for the Domain Name at its domain registry to those that Buyer specifies.
- b. Permit and, as requested, cooperate in, changing the domain servers and IP Address associated with the Domain Names.
- c. Cooperate as Buyer may request hereafter with regard to legal efforts with regard to obtaining formal registration or transfer of the Domain Names.
- d. Seller agrees to relinquish any future claims of ownership regarding the Domain Name and agrees to transfer the Domain Name, to Buyer, in the event the Seller comes back into possession of the Domain Name.
 - e. On receipt of the Consideration will arrange for the transfer of the data for the HEW to a server of Buyer designation including the HEW programs currently used. James agrees to pay \$1900 within 14 days of the transfer to Seller. Seller will be liable for the payment of all costs, and shall have the right to collection of and keep all revenues for issues up to and including the March cover dated issues published in February 2013.
 - f. Buyer will be liable for all costs incurred and shall have the right to the collection of and keep all revenues from the issues published after these March cover dated issues.
 - g. Seller will ask its printers to provide ongoing services at the same or below rates that it charged to Seller. However Seller makes no promises and will not be responsible for ongoing rates that the printed charges or terms required by the printer or whether they will wish to continue to provide services to Buyer.
 - h. Seller can continue to provide magazine copy, packing, billing and cash collection services for Buyer at a fee of \$4,000 a month (Seller Service"), and will deducted this fee out of cash received each month from the Publications sales. The remaining balance from Publication sales each month will be paid to Buyer. If there is insufficient cash received to cover the fee, Buyer will remit a check to Seller for the balance, within 10 days of the end of each calendar month. Seller or Buyer may terminate the Seller Service upon 30 days written notice to the other Party.
 - i. Buyer will be responsible for the billing and collection of all advertising including web and buyers guide advertising, other than amounts owed to Seller from March 2013 cover dated issues and all prior issues. Should Buyer receive monies due to Seller or Seller monies due to Buyer, both Parties agree to remit to the other within 10 days.



- k. Seller and T. James Connell agree that beginning on the date of this Agreement and continuing for a period of two years, Seller and Jim Connell will not to publish a home video publication that is in direct competition against Buyers publications Entertainment at Home or Coming Attractions magazines, in the United States, unless Buyer ceases to publish magazines monthly, at which time this non competition clause becomes null and void with regard to the Publication that has ceased publishing.

4. Representations and Warranties

Seller hereby Represents and Warrants to Buyer as follows:

- a. Seller is the owner of the Assets Purchased and may sell the asset without the consent of any third party. The Seller owns only trademark registrations class 16 as described in the registrations attached as Exhibit A-1 with regard the Trademarks being assigned to the Buyer. Seller does not own any registrations for class 42 (websites) or any other class of goods or services other than class 16 described above with regard to the Trademarks. Accordingly, Seller makes no representations or warranties of any kind, including but not limited to representations and warranties of merchantability or use for a particular purpose, or regarding its ownership of the Trademarks for use for any purpose other than class 16 as set forth in the Trademark registrations attached as Exhibit A-1. Seller makes no representation or warranty regarding the ownership of any common law rights to the Trademarks or copyright. Seller is transferring only what it may own with regard to any common law trademark rights and copyrights. Other than as set forth in this paragraph 4 Seller does not make any representations or warranties of any kind including representations and warranties of merchantability or fitness for a particular purpose with regard the sale of the Assets Purchased.
- b. That the Revenues previously provided to Buyer (a copy of which is set forth on Exhibit C attached) are an accurate accounting for the Purchased Assets.
- c. Seller has taken all legal action required to sell and transfer the Domain Names and the Assets Purchased and to enter into this Agreement. The seller is in good standing in the jurisdiction where it is located. No further consents are required to; enter into and complete this Agreement, or to make this Agreement legally binding by Seller.
- d. Seller will pay all of their legal fees related to this transaction.

Buyer hereby Represents and Warrants to Seller as follows:

- a. Buyer has taken all legal action required to enter into this Agreement. .
- b. Buyer will pay all of its legal fees related to this transaction.

5. Other

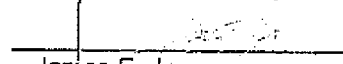
- a. This agreement is binding upon the Seller and its successors and assigns, and the Buyer and his heirs, executors, and administrators and assigns. The Buyer and Seller agree that the laws of the Commonwealth of Massachusetts and the United States applies to all matters concerning this Agreement and the Seller and Buyer agree to exclusive jurisdiction in the Federal and State Courts of Boston Massachusetts to resolve all matters and controversies regarding this Agreement.
- b. There are no other agreements between the Parties except this Agreement and any change to this Agreement must be in writing signed by both the Seller and the Buyer. Facsimile signatures will be deemed originals.
- c. Notices to the Parties shall be made by Express Mail addressed to the Buyer or Seller as the case may be at the address set forth in this Agreement. Notice will be deemed received upon delivery to and express mail carrier. Any conflict between the terms of the Exhibits and the Terms of pages 1 to 4 of this Agreement the Terms of page 1-4 of this Agreement will control.

Agreed to by the Seller and the Buyer on the date written in the first paragraph of this Agreement.

Seller


By: T. James Connell, President

Buyer

DocuSigned by:

James E. James
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As to Paragraph 3.(k) only

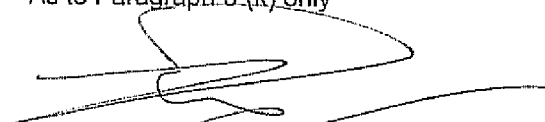

T. James Connell, Individual



Exhibit A

TRADEMARK ASSIGNMENT

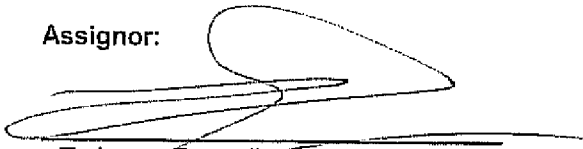
WHEREAS, Connell Communications, Inc. with offices at 45 Main Street, Peterborough, NH 03458 referred to herein below as "Assignor", is the owner of the Trademarks set forth on Schedule 1 attached.

WHEREAS, James E. James, 2220 Waterleaf Court, Unit 202 Naperville, IL 60565 Naperville, IL. ("Assignee") is desirous of acquiring said mark and the application for registration thereof.

THEREFORE, BE IT KNOWN that for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and by these presents does hereby sell, assign, and transfer unto the said Assignee its successors or assigns, the entire right, title and interest in and to the said Trademarks , and in and to any renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and any right to recover for past infringement thereof.

Dated: March 15, 2013

Assignor:



T. James Connell, President.

Schedule 1



The Following Registered Trademarks:

Trademark	Registration Number	Register
ENTERTAINMENT AT HOME	3354627	Supplemental
COMING ATTRACTIONS	1382247	Principal



Prior U.S. Cls.: 38

United States Patent and Trademark Office Reg. No. 1,382,247
Registered Feb. 11, 1986

**TRADEMARK
PRINCIPAL REGISTER**

COMING ATTRACTIONS

CONVENIENCE VIDEO, INC. (NEW YORK CORPORATION)
225 WEST 34TH STREET
NEW YORK, NY 10001

FIRST USE 5-0-1984; IN COMMERCE 5-0-1984.

SEC. 2(F).

FOR: PERIODICALS IN THE FORM OF MAGAZINES REVIEWING VIDEO FILMS AVAILABLE FOR SALE AND RENTAL, IN CLASS 16 (U.S. CL. 38).

SER. NO. 527,275, FILED 3-18-1985.

HENRY S. ZAK, EXAMINING ATTORNEY

Int. Cl.: 16

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, and 50

United States Patent and Trademark Office Reg. No. 3,354,627
Registered Dec. 11, 2007

**TRADEMARK
SUPPLEMENTAL REGISTER**

ENTERTAINMENT AT HOME

INTERNATIONAL DATA GROUP, INC. (MASSACHUSETTS CORPORATION)
5 SPEEN STREET
FRAMINGHAM, MA 01701

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

FOR: PRINTED MATTER, NAMELY, MAGAZINES RELATING TO MOVIES, DVDS AND VIDEOS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

SER. NO. 78-624,612, FILED P.R. 5-6-2005; AM. S.I. 2-21-2007.

FIRST USE 10-1-2005; IN COMMERCE 10-1-2005.

AMY GEARIN, EXAMINING ATTORNEY

Exhibit B

ASSIGNMENT OF COPYRIGHT



WHEREAS, Connell Communications, Inc. with offices at 45 Main Street, Peterborough, NH 03458 (hereinafter "Assignor") is the owner of the Copyrights identified in Schedule 1 attached hereto;

AND WHEREAS, James E. James 2220 Waterleaf Court, Unit 202 Naperville, IL 60565 (hereinafter "Assignee") is desirous of acquiring all of the Assignor's right, title and interest in and to the said Copyrights;

NOW THEREFORE, in consideration of good and valuable consideration, receipt of which by Assignor is hereby acknowledged, Assignor hereby transfers and assigns its entire right, title and interest in and to the Copyrights to Assignee, including the exclusive right to make derivative works, to dispose of The Work(s) in any manner whatsoever, and the right to sue for past and future infringements. Assignee shall have no remaining rights whatsoever in Copyrights.

Assignor warrants that it has not previously licensed, pledged, assigned, or encumbered the subject Copyrights, and that to the best of its knowledge this Assignment does not infringe on the rights of any person.

Dated: March 15, 2013

Assignor:

T. James Connell, President



Schedule 1

All Common Law Copyrights for Entertainment At Home that the Seller may own

All Registered Copyrights for Coming Attractions that the Seller may own