

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
Briefings Media Group, LLC		02/13/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Columbia Books, LLC		
Street Address:	8120 Woodmont Ave #110		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	85515038	APC	
Serial Number:	85041016	ORGANIZED EXECUTIVE	
Serial Number:	78821893	OSHA TRAINING CAMP	
Serial Number:	78747149	AMERICAN PAINTING CONTRACTOR	
Serial Number:	78963564	HIRING THE BEST	
Serial Number:	76474950	FACILITY CARE	
Serial Number:	74699860	AMERICAN SPEAKER	
Serial Number:	74320241	COMMUNICATION BRIEFINGS	
Serial Number:	85652681	PHYSICIAN PRACTICE SURVIVAL CONFERENCE	
CORRESPONDENCE DATA			
Fax Number:	7039975349		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7035258009		

OP \$240.00 85515038

Email: uspto@tm4smallbiz.com
Correspondent Name: Erik M. Pelton
Address Line 1: P.O. Box 100637
Address Line 4: Arlington, VIRGINIA 22210

NAME OF SUBMITTER:	Erik M. Pelton
Signature:	/ErikMPelton/
Date:	04/26/2013
Total Attachments: 3 source=COLUMBIA BOOKS - Asset Purchase REDACTED_redacted#page1.tif source=COLUMBIA BOOKS - Asset Purchase REDACTED_redacted#page2.tif source=COLUMBIA BOOKS - Asset Purchase REDACTED_redacted#page3.tif	

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into effective as of 21 February, 2013, by and between Briefings Media Group, LLC, a Delaware limited liability company ("BMG"), and Columbia Books, LLC ("CB"), a Virginia limited liability company, regarding the acquisition of certain of its publishing and training assets and assumption of specified liabilities .

Because BMG has ceased publication of the products of BMG as of December 31st, 2012, and wishes to transfer ownership of such products to CB and CB wishes to acquire the property, the parties agree to the following:

1. BMG hereby sells, transfers and conveys to CB all of BMG's right, title and interest in and to all of BMG's assets (other than excluded cash, receivables and certain lists identified below) including but not limited to those assets identified on Schedule 1 attached hereto (the "Acquired Assets"). In consideration for the Acquired Assets, CB shall a. pay to BMG [REDACTED]

For clarification BMG sells, transfers and conveys exclusive ownership to all customer and prospect lists, whether currently in house or housed at email vendors or list distributors, except that rights to certain lists as specified in Schedule 1J are retained by BMG, and CB is granted only a non exclusive license for unrestricted use. For clarification, BMG retains the right to grant non exclusive licenses for these specified lists only to certain BMG creditors for their own use.

BMG will retain all cash generated by BMG prior to closing.

BMG recognizes that cash holdings may reflect some customer payments/overpayments and will reimburse CB for those requested by and due to customers. A list of customer deposits/overpayments is attached at Schedule 1K.


BMG will only be entitled to BMG customer accounts receivable for the BMG products fulfilled to such customer accounts on or prior to closing and listed on Schedule 3. CB will be entitled to all other accounts receivable of BMG related to the Acquired Assets, as applicable.

Except as provided in the second text paragraph of this Paragraph 1, BMG will retain after the closing duplicate copies of any customer information, data files and software used in the business necessary and for the sole purpose of completing its responsibilities to assist CB set forth in this agreement.

IN WITNESS WHEREOF, this Asset Purchase Agreement Addendum has been duly executed and delivered by the duly authorized officers of Seller and Buyer as of the date first above written.

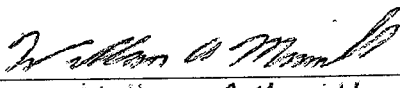
BUYER:

COLUMBIA BOOKS, LLC

By: 
Name: JOEL POZNAJKI
Title: PRESIDENT

SELLER:

BRIEFINGS MEDIA GROUP, LLC

By: 
Name: William A Merrill
Title: VP Finance

Schedule 1F: Copyrights and Trademarks

[NOTE: BMG did not register copyrights]

The following registered Trademarks:

1. American Painting Contractor
2. American Speaker
3. APC
4. Communication Briefings
5. FacilityCare
6. Hiring the Best
7. Organized Executive
8. OSHA Training Camp
9. Physician Practice Survival