

## 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
Alloy Media, LLC		08/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Carnegie Communications LLC		
Street Address:	2 Lan Drive		
Internal Address:	#100		
City:	Westford		
State/Country:	MASSACHUSETTS		
Postal Code:	01886		
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85586520	AMERICAN COLLEGES&UNIVERSITIES	
Serial Number:	85615545	CARNEGIE COMMUNICATIONS	
Serial Number:	85614742	CARNEGIE	
Registration Number:	2103978	COLLEGE XPRESS	
Registration Number:	1493059	GRADUATING ENGINEER	
Registration Number:	2017584	PRIVATE COLLEGES AND UNIVERSITIES	
Registration Number:	1568969	PRIVATE COLLEGES AND UNIVERSITIES	
Registration Number:	3191102	WINTERGREEN ORCHARD HOUSE	
CORRESPONDENCE DATA			
Fax Number:	6177224999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-973-6100		

OP \$215.00 85586520

Email: jlynch@pbl.com  
Correspondent Name: Jennifer Lynch  
Address Line 1: 800 Boylston Street  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	18905.2
NAME OF SUBMITTER:	Jennifer Lynch for Gary W. Smith
Signature:	/Jennifer Lynch/
Date:	09/13/2013

**Total Attachments: 5**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** ("Trademark Assignment"), dated as of August 31, 2013, is made by **Alloy Media, LLC**, a Delaware limited liability company ("Seller"), in favor of **Carnegie Communications LLC**, a Massachusetts limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** In consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by the applicable law of any jurisdiction, international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Seller shall, at Buyer's expense, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other

similar items, that may be reasonably necessary or appropriate to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED TRADEMARKS EXCEPT AS EXPRESSLY SET FORTH IN THE ASSET PURCHASE AGREEMENT. This Trademark Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement, and all of the representations, warranties, covenants, agreements and indemnities of the Assignor and the Assignee contained therein, all of which shall survive the execution and delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of the Assignor and the Assignee contained in the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Trademark Assignment, in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy hereof.

5. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

ALLOY MEDIA, LLC

By: 

Name: Orna R. DiGioia

Title: Secretary

Address: c/o Alloy, LLC  
498 Seventh Avenue, 19th Floor  
New York, New York 10018  
Attention: General Counsel

**AGREED TO AND ACCEPTED:**

CARNEGIE COMMUNICATIONS LLC

By: \_\_\_\_\_  
Joseph F. Moore, Manager and CEO

Address: 2 Lan Drive  
Westford, Massachusetts 01886  
Attention: Joseph F. Moore, CEO

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.


ALLOY MEDIA, LLC

By: \_\_\_\_\_  
Name:  
Title:

Address: c/o Alloy, LLC  
498 Seventh Avenue, 19th Floor  
New York, New York 10018  
Attention: General Counsel

**AGREED TO AND ACCEPTED:**

CARNEGIE COMMUNICATIONS LLC

By:  8/23/13  
Joseph F. Moore, Manager and CEO

Address: 2 Lan Drive  
Westford, Massachusetts 01886  
Attention: Joseph F. Moore, CEO

**SCHEDULE 1**  
**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Registration No.</b>	<b>Class</b>	<b>Registration Date</b>
AMERICAN COLLEGES & UNIVERSITIES	Ser. No. 85586520	IC 16: Printed publications, namely newsletters, magazines or books providing information to non-American students about American colleges and universities. FIRST USE: 19990100. FIRST USE IN COMMERCE: 19990600	Filed: April 2, 2012
		IC 41: Education services, namely, providing a web site offering information about American universities to non-American students. FIRST USE: 19990100. FIRST USE IN COMMERCE: 19990600	
CARNEGIE COMMUNICATIONS	Ser. No. 85615545	IC 35: Advertising, marketing, promotion and research, namely promoting the goods and services of others. FIRST USE: 19960800. FIRST USE IN COMMERCE: 19960800	Filed: May 3, 2012
		IC 42: Product research and development and designing websites for the goods and services of others. FIRST USE: 19960800. FIRST USE IN COMMERCE: 19960800	
CARNEGIE (Design)	Ser. No. 85614742	IC 35: Advertising, marketing, promotion and research, namely promoting the goods and services of others. FIRST USE: 20100800. FIRST USE IN COMMERCE: 20100800	Filed: May 2, 2012
		IC 42: Product research and development and designing websites for the goods and services of others. FIRST USE: 20100800. FIRST USE IN COMMERCE: 20100800	
COLLEGE XPRESS	Reg. No. 2103978	IC 42: computer services, namely, providing on-line magazines dealing with issues of concern to college students and relating to college, secondary education, and other educational related matters. FIRST USE: 19950910. FIRST USE IN COMMERCE: 19960201	October 7, 1997
GRADUATING ENGINEER	Reg No. 1493059	IC 16: MAGAZINE DIRECTED TO COLLEGE STUDENTS AND RECENT COLLEGE GRADUATES	June 21, 1988
PRIVATE COLLEGES AND UNIVERSITIES	Reg. No. 2017584	IC 16: publications, namely newsletters, booklets, pamphlets, magazines or books containing information, data, and profiles of colleges and universities. FIRST USE: 19870401. FIRST USE IN COMMERCE: 19870401	November 19, 1996
PRIVATE COLLEGES AND UNIVERSITIES	Reg. No. 1568969	IC 42 (Supp.) ANNUAL MAGAZINE ON DATA AND PROFILES OF COLLEGES AND UNIVERSITIES. FIRST USE: 19870401. FIRST USE IN COMMERCE: 19870401	November 28, 1989
WINTERGREEN ORCHARD HOUSE (logo)	Reg. No. 3191102	IC 41: Publishing of books, magazines and guides that provide information regarding universities and colleges; admissions to universities and colleges; and all aspects of university life, including sports, academics and arts. FIRST USE: 20040102. FIRST USE IN COMMERCE: 20040102	January 2, 2007