

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|---------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Thompson Media Group LLC | | 08/29/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Columbia Books, Inc. | | |
| Street Address: | 8120 Woodmont Ave; Suite 110 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | CORPORATION: DISTRICT OF COLUMBIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1745775 | THOMPSON PUBLISHING GROUP | |
| 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: | 703-525-8009 | | |
| 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: | 10/22/2013 | | |

OP \$40.00 1745775

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of August 29, 2013 by and between Thompson Media Group LLC, a Delaware limited liability company with a place of business at 1225 Eye St. NW, Suite 307, Washington, DC 20005 (“Assignor”) and Columbia Books, Inc., a corporation organized in the District of Columbia, having a place of business at 8120 Woodmont Ave., Suite 110, Bethesda, MD 20814 (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on August 29, 2013 (the “Purchase Agreement”), pursuant to which Assignor agreed to assign, sell, transfer, convey and deliver to Assignee all of Assignors’ interest in, and Assignor agreed to execute this Assignment, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. ASSIGNMENT.

1.1 Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “Marks”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

1.2 Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States to record the transfer of the Marks to the Assignee and to record the Assignee as the assignee and owner for the Marks.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and

enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. GENERAL.

3.1 Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.2 Entire Agreement. This Assignment and the Purchase Agreement constitutes the entire agreement between the parties to this Assignment and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. To the extent this Assignment is inconsistent with any terms or conditions in the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

3.3 Successors and Assigns. This Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

3.4 Governing Law.

(a) This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

(b) Any legal action or other legal proceeding relating to this Assignment or the enforcement of any provision of this Assignment shall be brought or otherwise commenced exclusively in any state or federal court located in the State of Delaware. Each party to this Assignment:

(i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Delaware (and each appellate court located in the State of Delaware), in connection with any legal proceeding;

(ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to him at the address set forth in Section 8.10 of the Purchase Agreement shall constitute effective service of such process, summons, notice or document for purposes of any such legal proceeding;

(iii) agrees that each state and federal court located in the State of Delaware, shall be deemed to be a convenient forum; and

(iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such legal proceeding commenced in any state or federal court located in the State of Delaware, any claim by either the Assignor or the Assignee that it is not subject personally to the jurisdiction of such court, that such legal proceeding has been brought in an inconvenient forum, that the venue of

such proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court.

3.5 Counterparts.

(a) This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

(b) The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

3.6 Amendments, Etc. Any amendment, modification, or waiver of any term or provision of this Assignment must be in writing and signed by the Assignor and the Assignee. Any waiver will be effective only in the specific instance and for the specific purpose for which it is given.

3.7 Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

Thompson Media Group LLC
a Delaware limited liability company

By: _____

Name: James S. Still

Title: President and CEO

“Assignee”

Columbia Books, Inc.
a _____ corporation

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 005135 FRAME: 0746

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

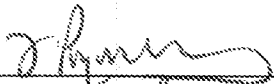
“Assignor”

Thompson Media Group LLC
a Delaware limited liability company

By: _____
Name: James S. Still
Title: President and CEO

“Assignee”

Columbia Books, Inc.
a DC corporation

By: 
Name: JOBE KOWALSKI
Title: PRESIDENT

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

MARKS

| Trademark Description | Registration or Serial Number | Date | Status | Jurisdiction |
|------------------------------|--|--|---------------|---------------------|
| THOMPSON PUBLISHING GROUP | 1745775 | Jan 12, 1993, renewed April 24, 2013 | Live | US |