

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 |
| Restore Media, LLC | | 10/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| Restore Media II, LLC | | 10/04/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cruz Bay Publishing, Inc. | | |
| Street Address: | 300 Continental Boulevard, Suite 650 | | |
| City: | El Segundo | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90245 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2994798 | CLEM LABINE'S TRADITIONAL BUILDING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7346231625 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | (734) 623-1678 | | |
| Email: | trademark@dickinsonwright.com, nhudge@dickinsonwright.com | | |
| Correspondent Name: | Nora L. Hudge, Paralegal | | |
| Address Line 1: | Dickinson Wright PLLC | | |
| Address Line 2: | 350 South Main Street, Suite 300 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| ATTORNEY DOCKET NUMBER: | 27932-392 | | |
| NAME OF SUBMITTER: | Nora L. Hudge, Paralegal | | |

OP \$40.00 2994798

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Signature: | /Nora L. Hudge/ |
| Date: | 11/20/2013 |
| Total Attachments: 8 source=IP Assignment - Restore Media to Cruz Bay#page1.tif source=IP Assignment - Restore Media to Cruz Bay#page2.tif source=IP Assignment - Restore Media to Cruz Bay#page3.tif source=IP Assignment - Restore Media to Cruz Bay#page4.tif source=IP Assignment - Restore Media to Cruz Bay#page5.tif source=IP Assignment - Restore Media to Cruz Bay#page6.tif source=IP Assignment - Restore Media to Cruz Bay#page7.tif source=IP Assignment - Restore Media to Cruz Bay#page8.tif | |

AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY

THIS AGREEMENT TO ASSIGN INTELLECTUAL PROPERTY (this "Agreement") is made as of October 4, 2013 (the "Effective Date"), by and between Restore Media, LLC, a Delaware limited liability company, and Restore Media II, LLC, a Delaware limited liability company (collectively, the "Assignor"), and Cruz Bay Publishing, Inc., a Delaware corporation (the "Assignee"). Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as hereinafter defined).

RECITALS

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets (the "Acquisition"), which include but are not limited to all of the Assignor's Intellectual Property Rights, including Marks and Net Names; and

WHEREAS, Assignor is the owner of and has adopted and used or intends to use those trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignor is the owner of registrations for the internet domain names listed on Exhibit B attached hereto (herein referred to as the "Domain Names");

WHEREAS, Assignee desires to acquire the Trademarks and the Domain Names, together with the goodwill associated therewith, from Assignor; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks and the Domain Names, and the goodwill associated therewith.

NOW, THEREFORE, Assignor and the Assignee hereby agree as follows:

1. Assignor warrants and represents that (i) Assignor owns of all right, title and interest in and to the Trademarks and Domain Names, (ii) Assignor has the full right and power to enter into this Agreement, (iii) no other person or entity has any security interest in the Trademarks and/or Domain Names (other than those security interests that will be terminated upon the consummation of the Acquisition), (iv) Assignor has made no prior assignment of the Trademarks and/or Domain Names, (v) no other person or entity is licensed to use the Trademarks and/or Domain Names, and (vi) neither Assignor nor its predecessors in interest have received any claims of infringement or demands for cessation of use of the Trademarks and/or Domain Names from third parties.

2. Assignee warrants and represents that it has the full right and power to enter into this Agreement.

3. For and in consideration of the agreements set forth herein, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks, the Domain Names, and the goodwill associated therewith.

4. Assignor warrants and represents that it either has provided to Assignee or has destroyed all products, labels, packaging, promotional and marketing materials, and other materials bearing the Trademarks in its possession or under its control and, if requested, will submit to Assignee at the time of execution of this Agreement an affidavit that, to its knowledge, it has complied with this provision.

5. Immediately upon execution of this Agreement, Assignor shall cease all use of the Trademarks, Domain Names, and any other confusingly similar marks or names.

6. In the event of a breach of this Agreement, Assignor acknowledges that recovery of damages will not be a sufficient legal remedy for Assignee, and Assignor agrees that Assignee will be entitled to specific performance of this Agreement in accordance with the principles of equity, and shall be entitled to costs and counsel fees, in addition to other remedies to which Assignee may be entitled.

7. This Agreement, in all respects, shall be subject to and governed and construed under the laws of the State of Delaware in the same manner and effect as contracts entered into and to be wholly performed within the territorial limits of the state.

8. Each and every provision of this Agreement is severable and invalidity of one or more provisions shall not, in any way, affect the validity of this Agreement or any of its provisions unless the whole object of this Agreement is hereby frustrated.

9. Except for the Purchase Agreement, this Agreement contains the entire understanding between the parties with respect to the subject matter of the Agreement and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Agreement. No modifications, change or waiver of any of the provision of the Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

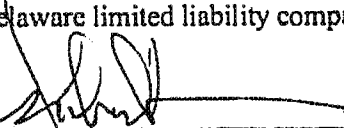
10. The terms of the Purchase Agreement (including without limitation the dispute resolution provisions thereof) are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

[SIGNATURE PAGE FOLLOWS]

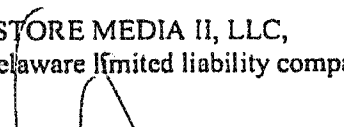
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

RESTORE MEDIA, LLC,
a Delaware limited liability company

By: 
Name: Michael Tucker
Its: CEO

RESTORE MEDIA II, LLC,
a Delaware limited liability company

By: 
Name: Michael Tucker
Its: CEO

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.
a Delaware corporation

By: _____
Name: Brian Sellstrom
Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

RESTORE MEDIA, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

RESTORE MEDIA II, LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.
a Delaware corporation

By: _____
Name: Brian Sellstrom
Its: Executive Vice President

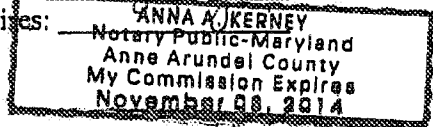
[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of Maryland)
County of Montgomery)

The foregoing instrument was acknowledged before me on this 3rd day of October, 2013, by Michael Tucker the CEO of Restore Media, LLC, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.

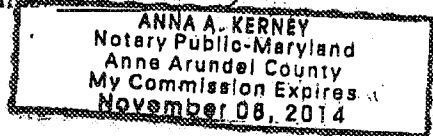
Anna A. Kerney
Anna A. Kerney, Notary Public
Anne Arundel County, State of Maryland
Acting in the County of Montgomery
My commission expires:



State of Maryland)
County of Montgomery)

The foregoing instrument was acknowledged before me on this 3rd day of October, 2013, by Michael Tucker the CEO of Restore Media II, LLC, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.

Anna A. Kerney
Anna A. Kerney, Notary Public
Anne Arundel County, State of Maryland
Acting in the County of Montgomery
My commission expires:



State of _____)
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of October, 2013, by Brian Sellstrom, the Executive Vice President of Restore Media, LLC, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.

_____, Notary Public
_____ County, State of _____
Acting in the County of _____
My commission expires: _____

ACKNOWLEDGEMENT

State of _____)

County of _____)

The foregoing instrument was acknowledged before me on this ____ day of October, 2013, by _____ the _____ of Restore Media, LLC, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.

_____, Notary Public
_____, County, State of _____
Acting in the County of _____
My commission expires: _____

State of _____)

County of _____)

The foregoing instrument was acknowledged before me on this ____ day of October, 2013, by _____ the _____ of Restore Media II, LLC, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.

_____, Notary Public
_____, County, State of _____
Acting in the County of _____
My commission expires: _____

State of California

County of Los Angeles

The foregoing instrument was acknowledged before me on this 3rd day of October, 2013, by Brian Sellstrom, the Executive Vice President of Restore Media, LLC, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said company.

Suzanne L. Lavoie
_____, Notary Public
Los Angeles County, State of California
Acting in the County of _____
My commission expires: 12/24/14

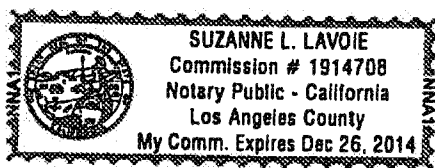


EXHIBIT A
TRADEMARKS

Trademarks

Clem Labine's Traditional Building magazine is registered on the USPTO's principal register
Serial Number: 78430851
Registration Number: 2994798

Clem Labine's Period Homes magazine is not a registered mark but has been in continuous use since 2000.

The following digital media are also not registered but have been in continuous use since the dates noted.

| | |
|------------------------------------------|------|
| Traditional Building Web site | 1996 |
| Period Homes Web site | 2000 |
| Traditional Building Conference Web site | 2004 |
| Tradweb Web site | 2006 |
| Traditional Product Galleries Web site | 2009 |
| Traditional Product Reports Web site | 2009 |
| Traditional Building Portfolio Web site | 2010 |
| Palladio Awards Web site | 2011 |
| Traditional Building Products ENL | 2008 |
| Period Home Products ENL | 2008 |
| Special Product Report ENL | 2009 |
| Building Blocks ENL | 2009 |

EXHIBIT B
DOMAIN NAMES

| Domain Name | Registrar | Expires | Registrant |
|------------------------------------|------------------------|----------------------------|-------------------|
| buytraditionalbuildingproducts.com | Register.com | August 26, 2014 | Restore Media LLC |
| historicbuildingproducts.com | Register.com | October 9, 2013 | Restore Media LLC |
| restoration-business.com | Register.com | January 1, 2014 | Restore Media LLC |
| restorationbusiness.com | Register.com | December 31, 2013 | Restore Media LLC |
| restorationservicesdirectory.com | Register.com | October 9, 2013 | Restore Media LLC |
| traditionalarchitect.com | Register.com | December 31, 2013 | Restore Media LLC |
| traditionalbuildingexchange.com | Register.com | August 26, 2014 | Restore Media LLC |
| traditionalbuildingexperts.com | Register.com | January 12, 2014 | Restore Media LLC |
| traditionalbuildinginstitute.com | Register.com | Expired September 23, 2013 | Restore Media LLC |
| traditionalbuildinglibrary.com | Register.com | January 12, 2014 | Restore Media LLC |
| traditionalbuildingprojects.com | Register.com | January 12, 2014 | Restore Media LLC |
| traditionalbuildingshow.com | Register.com | May 12, 2014 | Restore Media LLC |
| traditionalbuildingshow.net | Register.com | May 12, 2014 | Restore Media LLC |
| traditionalinteriors.com | Register.com | December 31, 2013 | Restore Media LLC |
| traditionalproductgalleries.com | Register.com | May 20, 2014 | Restore Media LLC |
| traditionalproductreports.com | Register.com | November 20, 2013 | Restore Media LLC |
| traditionalproductsgallery.com | Register.com | December 12, 2013 | Restore Media LLC |
| palladioawards.com | Network Solutions, LLC | January 17, 2014 | Restore Media LLC |
| period-home.com | Network Solutions, LLC | June 3, 2014 | Restore Media LLC |
| period-homes.com | Network Solutions, LLC | June 3, 2014 | Restore Media LLC |
| period-homes.info | Network Solutions, LLC | October 20, 2014 | Restore Media LLC |
| preservationweb.com | Network Solutions, LLC | June 13, 2014 | Restore Media LLC |
| restorationandbuildingservices.com | Network Solutions, LLC | May 3, 2014 | Restore Media LLC |
| restoration-renovation.com | Network Solutions, LLC | May 22, 2014 | Restore Media LLC |
| restorationandrenovation.com | Network Solutions, LLC | May 12, 2014 | Restore Media LLC |
| restorationrenovation.com | Network Solutions, LLC | May 22, 2014 | Restore Media LLC |
| traditional-building.com | Network Solutions, LLC | August 23, 2014 | Restore Media LLC |
| traditional-building.info | Network Solutions, LLC | October 20, 2014 | Restore Media LLC |
| traditionalbuilding.com | Network Solutions, LLC | December 10, 2013 | Restore Media LLC |
| traditionalbuilding.net | Network Solutions, LLC | May 24, 2014 | Restore Media LLC |
| traditionalbuildingportfolio.com | Network Solutions, LLC | December 15, 2013 | Restore Media LLC |
| traditionalbuildingportfolio.net | Network Solutions, LLC | December 15, 2013 | Restore Media LLC |
| tradwebdirectory.com | Network Solutions, LLC | May 9, 2014 | Restore Media LLC |