

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
Cygnus Business Media, Inc.		07/30/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IDEAg Group, LLC		
Street Address:	600 Maryland Avenue S.W.		
Internal Address:	Suite 1000W		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20024		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2205510	DAKOTAFEST	
Registration Number:	1273051	FARMFEST	
CORRESPONDENCE DATA			
Fax Number:	2024063782		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-406-3619		
Email:	marypatw@fb.org		
Correspondent Name:	Mary Pat Weyback		
Address Line 1:	600 Maryland Avenue S.W.		
Address Line 2:	Suite 1000W		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20024		
NAME OF SUBMITTER:	Mary Pat Weyback		
Signature:	/Mary Pat Weyback/		

Date:

02/11/2014

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of this 30th day of July 2013 (the "Effective Date"), by and between Cygnus Business Media, Inc., a Delaware corporation ("Assignor"), and IDEAg Group, LLC, a Delaware limited liability company ("Assignee") and wholly owned subsidiary of American Farm Bureau Federation.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of even date herewith, pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, certain assets of Assignor;

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the Transferred Intellectual Property Assets, including without limitation the Transferred Intellectual Property Assets set forth on Section 2.01(d) of the Disclosure Schedules; and

WHEREAS, pursuant to the Purchase Agreement, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to the Transferred Intellectual Property Assets and the Transferred Intellectual Property Licenses.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Encumbrances other than Permitted Encumbrances, and Assignee accepts, all of Assignor's right, title and interest, including without limitation all Intellectual Property rights, in and to the Transferred Intellectual Property Assets and the Transferred Intellectual Property Licenses, all rights to collect royalties, products and proceeds in connection therewith, all rights to sue and bring claims for past, present and future infringement and misappropriation or other violation thereof, and all rights to recover damages (including attorneys' fees) in connection therewith, all goodwill of the business associated with and symbolized thereby, together with right to file for and own any and all applications for registration, registrations, renewals and extensions of registrations for the Transferred Intellectual Property Assets that may be secured under any applicable law now or hereafter in effect, and all rights corresponding to the foregoing that may exist in any jurisdiction throughout the world.

2. Delivery. At the Closing, Assignor shall deliver to Assignee the following:

(a) All textual content and code of the websites that constitute Transferred Intellectual Property Assets (including without limitation the websites listed in Section

2.01(d) of the Disclosure Schedules), in native form, e.g., HTML, CSS, JSON, CSV, or other mutually agreed formats.

(b) All graphic and visual content of the websites that constitute Transferred Intellectual Property Assets (including without limitation the websites listed in Section 2.01(d) of the Disclosure Schedules), delivered in their native form in mutually agreed formats and in a logically structured file system that correctly maps to any and all pointers in the website database export.

3. Recordation. Assignor hereby requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property Assets that are trademarks or service marks and that are registered at, or for which registration has been applied for at, the United States Patent and Trademark Office.

4. Further Assurances. In accordance with Section 6.09 of the Purchase Agreement, upon the request of Assignee, Assignor will execute all reasonably necessary documents, papers, forms and authorizations identified by Assignee, and take such other actions as are reasonably necessary to effectuate the transfer of ownership and control of all domain names identified on Section 2.01(d) of the Disclosure Schedules (“Domain Names”) to Assignee in a manner that enables Assignee to register the Domain Names with the domain name registry of Assignee’s choosing. For purposes of the preceding sentence, the Domain Names will be deemed transferred when: (a) Assignee’s registrar has confirmed the transfer; (b) the applicable WHOIS database identifies Assignee or Assignee’s representative as the registrant of the Domain Names; and (c) Assignee has administrative and technical access to the Domain Names and sole control over the locations to which the Domain Names refer visitors.

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

6. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile or .pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

6. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. Section 9.10 of the Purchase Agreement is incorporated in its entirety herein by reference.

[signature page follows]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers as of the Effective Date.

ASSIGNOR:

CYGNUS BUSINESS MEDIA, INC.

By: 

Name: Paul M. Bonaiuto

Title: Chief Financial Officer

ASSIGNEE:

IDEAg GROUP, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers as of the Effective Date.

ASSIGNOR:

CYGNUS BUSINESS MEDIA, INC.

By: _____

Name: Paul M. Bonaiuto

Title: Chief Financial Officer

ASSIGNEE:

IDEAg GROUP, LLC

By: Julie Anna Potts

Name: Julie Anna Potts

Title: Executive Vice President & Treasurer

Signature Page to Intellectual Property Assignment Agreement