

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314916

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mecklermedia Corporation | FORMERLY Mediabistro Inc. | 08/15/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PGM-MB Holdings LLC | | |
| Also Known As: | Prometheus Global Media, LLC | | |
| Street Address: | 770 Broadway | | |
| Internal Address: | 15th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3818153 | BRANDS OF THE WORLD | |
| Registration Number: | 4039200 | MEDIA BEAT | |
| Registration Number: | 3040869 | LIQUID TREAT | |
| Registration Number: | 3982312 | SOCIAL TIMES | |
| Registration Number: | 3526648 | TVNEWSER | |
| Registration Number: | 4074641 | INSIDE NETWORK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | CHGOIP@jenner.com | | |
| Correspondent Name: | Jenner & Block LLP | | |
| Address Line 1: | 919 Third Ave. | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 48303-10529 | | |
| NAME OF SUBMITTER: | Andrew M. Banks | | |

CH \$165.00 3818153

| | |
|---|-------------------|
| SIGNATURE: | /Andrew M. Banks/ |
| DATE SIGNED: | 08/22/2014 |
| Total Attachments: 11 source=Trademark_Agreement_-_Mecklermedia#page1.tif source=Trademark_Agreement_-_Mecklermedia#page2.tif source=Trademark_Agreement_-_Mecklermedia#page3.tif source=Trademark_Agreement_-_Mecklermedia#page4.tif source=Trademark_Agreement_-_Mecklermedia#page5.tif source=Trademark_Agreement_-_Mecklermedia_com_Subsiary#page1.tif source=Trademark_Agreement_-_Mecklermedia_com_Subsiary#page2.tif source=Trademark_Agreement_-_Mecklermedia_com_Subsiary#page3.tif source=Trademark_Agreement_-_Mecklermedia_com_Subsiary#page4.tif source=Trademark_Agreement_-_Mecklermedia_com_Subsiary#page5.tif source=Trademark_Agreement_-_Mecklermedia_com_Subsiary#page6.tif | |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 15, 2014 ("Effective Date") by and between Mecklermedia Corporation (f/k/a Mediabistro Inc.), a Delaware corporation ("Assignor"), and PGM-MB Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, this Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of May 28, 2014 by and among Assignor, Assignee and Prometheus Global Media, LLC (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks, trademark registrations and applications set forth on Schedule A attached hereto ("Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows.

1. Assignor hereby assigns to Assignee all right, title and interest in and to the following for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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: (i) the Assigned Marks; (ii) all common law or unregistered rights in the Assigned Marks; (iii) all foreign trademarks that correspond to the Assigned Marks (whether registered, common law or unregistered); (iv) all goodwill associated with the foregoing; (v) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing; and (vi) all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect (collectively, the "Assigned Rights").

2. All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

3. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and indemnities set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

5. This Assignment may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Assigned Rights.

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

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

MECKLERMEDIA.COM SUBSIDIARY CORPORATION

PGM-MB HOLDINGS LLC

By: *Amurk*
Name: _____
Title: _____

By: _____
Name: Jeffrey Wilbur
Title: Chief Financial Officer

MICHELLE FAVORITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6216907
Qualified in Queens County
My Commission Expires February 01, 2018

STATE OF New York)
) SS.
COUNTY OF Queens)

On this 8th day of August '14, there appeared before me Alan Meckler, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignor.

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

[Signature Page to Trademark Assignment]

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

MECKLERMEDIA CORPORATION

PGM-MB HOLDINGS LLC

By: _____

By: Jeff Wilbur

Name: _____

Name: Jeff Wilbur

Title: _____

Title: CFO

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____ personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignor.

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____ personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

SCHEDULE A

| U.S. TRADEMARK REGISTRATIONS | | |
|------------------------------|--------------------------|---------------------|
| <u>Registration Number</u> | <u>Registration Date</u> | <u>Mark</u> |
| 3818153 | 7/13/2010 | Brands of the World |
| 4039200 | 10/11/2011 | MEDIA BEAT |
| 3040869 | 1/10/2006 | LIQUID TREAT |
| 3982312 | 6/21/2011 | SOCIAL TIMES |
| 3526648 | 11/4/2008 | TVNEWSER |
| 4074641 | 12/20/2011 | INSIDE NETWORK |

| NON-U.S. TRADEMARK REGISTRATIONS | | | |
|----------------------------------|----------------------------|--------------------------|-----------------|
| <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Mark</u> |
| European Community | 007025133 | 5/14/2009 | MEDIABISTRO |
| European Community | 006217905 | 5/27/2009 | MEDIABISTRO.COM |
| China | 8368051 | 6/21/2011 | MEDIABISTRO |

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 15, 2014 ("Effective Date") by and between Mecklermedia.com Subsidiary Corporation, a Delaware corporation ("Assignor"), and PGM-MB Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, this Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of May 28, 2014 by and among Mecklermedia Corporation (f/k/a Mediabistro Inc.), Assignee and Prometheus Global Media, LLC (as amended, modified or supplemented in accordance with its terms, the "Purchase Agreement"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks, trademark registrations and applications set forth on Schedule A attached hereto ("Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows.

1. Assignor hereby assigns to Assignee all right, title and interest in and to the following for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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: (i) the Assigned Marks; (ii) all common law or unregistered rights in the Assigned Marks; (iii) all foreign trademarks that correspond to the Assigned Marks (whether registered, common law or unregistered); (iv) all goodwill associated with the foregoing; (v) all rights to sue and recover damages or obtain other relief for past, present and future infringements of the foregoing; and (vi) all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect (collectively, the "Assigned Rights").

2. All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

3. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement (including the representations, warranties, covenants and indemnities set forth in the Purchase Agreement), all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein will be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

4. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

5. This Assignment may be executed in one or more counterparts, and by the parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the owner of the Assigned Rights.

EXHIBIT D-1

MECKLERMEDIA CORPORATION

PGM-MB HOLDINGS LLC

By: [Signature]
Name: Alan Meckler
Title: Chief Executive Officer

By: _____
Name: Jeffrey Wilbur
Title: Chief Financial Officer

MICHELLE FAVORITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01FA6216907
Qualified in Queens County
My Commission Expires February 01, 2018

STATE OF New York)
) SS.
COUNTY OF Queens)

On this 8th day of August '14, there appeared before me Alan Meckler, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignor.

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

[Signature Page to Trademark Assignment]

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

MECKLERMEDIA.COM SUBSIDIARY CORPORATION

PGM-MB HOLDINGS LLC

By: _____

By: Jeff Wilber

Name: _____

Name: Jeff Wilber

Title: _____

Title: CFO

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignor.

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Assignee.

SCHEDULE A

| U.S. TRADEMARK REGISTRATIONS | | |
|------------------------------|--------------------------|-----------------|
| <u>Registration Number</u> | <u>Registration Date</u> | <u>Mark</u> |
| 3704982 | 11/3/2009 | AGENCYSPY |
| 2631704 | 10/8/2002 | AVANTGUILD |
| 3153642 | 10/10/2006 | Design (Dot) |
| 3167994 | 11/7/2006 | Design (Dot) |
| 4155717 | 6/5/2012 | FISHBOWLDC |
| 4155716 | 6/5/2012 | FISHBOWLLA |
| 3704983 | 11/3/2009 | FISHBOWLNY |
| 3704838 | 11/3/2009 | GALLEYCAT |
| 3824607 | 7/27/2010 | LEARNNETWORK |
| 3090411 | 5/9/2006 | MEDIABISTRO |
| 2559669 | 4/9/2002 | MEDIA BISTRO |
| 3435026 | 5/27/2008 | MEDIABISTRO.COM |
| 4144302 | 5/15/2012 | TVSPY |
| 3704981 | 11/3/2009 | UNBEIGE |
| 3704837 | 11/3/2009 | WEBNEWSER |

| NON-U.S. TRADEMARK REGISTRATIONS | | | |
|----------------------------------|----------------------------|--------------------------|-------------|
| <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Mark</u> |
| Canada | 688767 | 5/31/2007 | MEDIABISTRO |
| Canada | 690826 | 1/4/2006 | Design Only |

NON-U.S. TRADEMARK REGISTRATIONS

| <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Mark</u> |
|----------------|----------------------------|--------------------------|--------------|
| International | 876013 | 9/30/2005 | MEDIA BISTRO |
| International | 876076 | 9/30/2005 | mediabistro |
| International | 867967 | 10/3/2005 | Design Only |
| Australia | 1102455 | 9/30/2005 | MEDIA BISTRO |
| Australia | 1102469 | 9/30/2005 | mediabistro |
| Australia | 1088305 | 10/3/2005 | Design Only |
| India | 637612 | 5/31/2007 | Design Only |
| India | 713813 | 3/27/2008 | MEDIABISTRO |
| India | 713493 | 3/27/2008 | MEDIABISTRO |
| New Zealand | 736705 | 4/6/2006 | mediabistro |
| New Zealand | 736706 | 4/6/2006 | Design Only |
| South Africa | 2005-21362 | 2/22/2010 | Design (Dot) |
| South Africa | 2005-21363 | 1/24/2011 | Design (Dot) |
| South Africa | 2005-21364 | 2/19/2010 | MEDIABISTRO |
| South Africa | 2005-21365 | 1/24/2011 | MEDIABISTRO |