ETAS ID: TM314987

Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE:** 

**NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cygnus Business Media, Inc.		08/11/2014	CORPORATION: DELAWARE

TRADEMARK ASSIGNMENT COVER SHEET

### **RECEIVING PARTY DATA**

Name:	AC Business Media Inc.			
Street Address:	1233 Janesville Avenue			
City:	Fort Atkinson			
State/Country:	itry: WISCONSIN			
Postal Code:	al Code: 53538			
Entity Type:	CORPORATION: DELAWARE			

## **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark		
Registration Number:	3257346	CONCRETE CONTRACTOR		
Registration Number:	2282281	CONSTRUCTION DISTRIBUTION		
Registration Number:	4149639	EQUIPMENT TODAY		
Registration Number:	3003478	FOOD LOGISTICS		
Registration Number:	4156066	FORCONSTRUCTIONPROS.COM		
Registration Number:	4074213	OEM OFF-HIGHWAY		
Registration Number:	3605584	PAVEMENT MAINTENANCE & RECONSTRUCTION		
Registration Number:	4239523	POLISHING CONTRACTOR		
Registration Number:	1843947	RENTAL PRODUCT NEWS		
Serial Number:	86329553	RENTAL PRODUCT NEWS INSIDE		
Registration Number:	2915355	SUPPLY & DEMAND CHAIN EXECUTIVE		
Registration Number:	3748214	SUSTAINABILITY CONCEPTS		
Registration Number:	4239544	SUSTAINABLE CONSTRUCTION		
Registration Number:	2198325	THE ASPHALT CONTRACTOR		

#### **CORRESPONDENCE DATA**

900299251

Fax Number: 8028627512

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.

Phone: 802-863-2375

Email: tmip@drm.com

**TRADEMARK** 

REEL: 005350 FRAME: 0593

Correspondent Name: Lawrence H. Meier, Esq.

Address Line 1: 199 Main Street

Address Line 4: Burlington, VERMONT 05401

ATTORNEY DOCKET NUMBER: 15478-0000001

NAME OF SUBMITTER: Lawrence H. Meier

SIGNATURE: /Lawrence H. Meier/

**DATE SIGNED:** 08/22/2014

**Total Attachments: 4** 

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TRADEMARK REEL: 005350 FRAME: 0594

#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of August 11, 2014 (the "Effective Date"), is made by Cygnus Business Media, Inc., a Delaware corporation (the "Assignor"), in favor of AC Business Media Inc., a Delaware corporation ("Assignee"). Each capitalized term used herein but not otherwise defined in this Assignment shall have the meaning ascribed to it in the Asset Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign and transfer to Assignee all of Assignor's right title and interest in and to the Purchased Assets;

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

WHEREAS, Assignor wishes to sell, assign, and transfer to Assignee and Assignor wishes to accept all of Assignor's right, title and interest in the Transferred Intellectual Property Assets, as set forth on Exhibit A attached hereto.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties, intending to be legally bound hereby, agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby sell, assign and transfer to Assignee, all of Assignor's right, title and interest in and to the Transferred Intellectual Property Assets, as set forth on Exhibit A attached hereto, including, without limitation, (a) all common law rights therein, (b) all goodwill associated therewith, (c) all registrations and renewals thereof and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof.
- 2. <u>Recordation</u>. Assignor authorizes and requests that the United States Patent and Trademark Office and the United States Copyright Office record Assignee as the assignee and owner of the Transferred Intellectual Property Assets, as appropriate, including without limitation, the Transferred Intellectual Property Assets that are trademarks or service marks and that are registered, or for which registration has been applied for, at the United States Patent and Trademark Office.
- 3. General Provisions. Section 6.08 and Sections 7.02 7.14 of the Asset Purchase Agreement are incorporated herein by reference.

[Remainder of page intentionally left blank.]

TRADEMARK
REEL: 005350 FRAME: 0595

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed by its duly authorized officer as of the date set forth above.

CYGNUS BUSINESS MEDIA, INC.

By:

Name: Paul M. Bonaiuto

Title:

Chief Financial Officer

State of WISCONSIN ss. County of The Floreson

At Fort Atkinson, WIT as of this 6 day of August , 2014, Paul M. Bonaiuto, Chief Financial Officer of Cygnus Business Media, Inc. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Cygnus Business Media, Inc.

Before me,

Viclei Tuhmader Notary Public My Commission Expires: 7-19-15

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed by its duly authorized officer as of the date set forth above.

AC BUSINESS MEDIA INC.

By:

Name: Carl G. Wistreich

Title:

Chief Executive Officer and

President

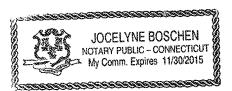
State of Convert icul ss. Westport County of FAIRfield

At 3:38 m, as of this 6th day of Augus, 2014, Carl G. Wistreich, Chief Executive Officer and President of AC Business Media Inc. personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of AC Business Media Inc.

Before me,

Notary Public

My Commission Expires:



# Exhibit A

## **Domain Names**

# **Trademarks**

Client/ Matter No.: Country	Trademark	Owner	Application No.: Filling	date RegNumber RegDate	Class	FrademarkStatus Renewal Date
522379-0352870 US	CONCRETE CONTRACTOR	CYGNUS BUSINESS MEDIA, INC.	78/896069 30-Ma	iy-06 3257346;26-Jun-07	16	Registered 26-Jun-17
522379-0328681 US	CONSTRUCTION DISTRIBUTION	CYCNUS BUSINESS MEDIA, INC.	75/477593 01-Ma	y-98 2282281;28-Sep-99	16	Registered 28-Sep-19
522379-0399516 US	EQUIPMENT TODAY	CYGNUS BUSINESS MEDIA, INC.	85/434501 28-Se	p-11 4149839 29-May-12	16	Registered 29-May-18
522379-0328632 US	FOOD LOGISTICS	CYGNUS BUSINESS MEDIA, INC.	76/608643 :25-Au	g-04 3003478;04-Oct-05	16	Registered 04-Oct-15
522379-0402679 :US	FORCONSTRUCTIONPROS.COM	CYGNUS BUSINESS MEDIA, INC.	85/509251 05-Ja	n-12 4156066;05-Jun-12	37	Registered 05-Jun-18
522379-0395656 US	OEM OFF-HIGHWAY	CYGNUS BUSINESS MEDIA, INC.	85/324109 18-Ma	y-11 4074213:20-Dec-11	:16	Registered 20-Dec-17
522379-0373470 US	PAVEMENT MAINTENANCE & RECONSTRUCTION	CYCNUS BUSINESS MEDIA, INC.	77/558319 28-Au	g-08 3605584;14-Apr-09	:16	Registered 14-Apr-15
522379-0408144 US	POLISHING CONTRACTOR	CYGNUS BUSINESS MEDIA, INC.	85/632825 23-Ma	ey-12 4239523;06-Nov-12	16	Registered 06-Nov-18
522379-0328675 US	RENTAL PRODUCT NEWS	CYGNUS BUSINESS MEDIA, INC.	74/319887 02-O	t-92 1843947 05-Jul-94	16	Registered 05-Jul-14
522379-0433137 US	RENTAL PRODUCT NEWS INSIGHT	CYGNUS BUSINESS MEDIA, INC.	86/329553 07-Ju	-14	16	Pending
522379-0328581 US	SUPPLY & DEMAND CHAIN EXECUTIVE	CYGNUS BUSINESS MEDIA, INC.	76/541833 25-Au	g-03 2915355;28-Dec-04	.16	Registered 28-Dec-14
522379-0372106 US	SUSTAINABILITY CONCEPTS	CYGNUS BUSINESS MEDIA, INC.	77/515473 (07-Jul	-08 3748214:16-Feb-10	:16	Registered 16-Feb-16
522379-0412535 US	SUSTAINABLE CONSTRUCTION	CYGNUS BUSINESS MEDIA, INC.	85/688672 :27-Jul	-12 4239544 06-Nov-12	:16	Registered 06-Nov-18
522379-0328586 US	THE ASPHALT CONTRACTOR	CYGNUS BUSINESS MEDIA, INC.	75/363947 26-Se	p-97 2198325;20-Oct-98	16	Registered 20-Oct-18

TRADEMARK
RECORDED: 08/22/2014 REEL: 005350 FRAME: 0598