

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314921

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mecklermedia.com Subsidiary Corporation		08/15/2014	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PGM-MB Holdings LLC
<b>Also Known As:</b>	Prometheus Global Media, LLC
<b>Street Address:</b>	770 Broadway
<b>Internal Address:</b>	15th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3704982	AGENCYSPY
Registration Number:	2631704	AVANTGUILD
Registration Number:	3153642	
Registration Number:	3167994	
Registration Number:	4155717	FISHBOWLDC
Registration Number:	4155716	FISHBOWLLA
Registration Number:	3704983	FISHBOWLNY
Registration Number:	3704838	GALLEYCAT
Registration Number:	3824607	LEARNNETWORK
Registration Number:	3090411	MEDIABISTRO
Registration Number:	2559669	MEDIA BISTRO
Registration Number:	3435026	MEDIABISTRO.COM
Registration Number:	4144302	TVSPY
Registration Number:	3704981	UNBEIGE
Registration Number:	3704837	WEBNEWSER

CH \$390.00 3704982

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** CHGOIP@jenner.com  
**Correspondent Name:** Jenner & Block LLP  
**Address Line 1:** 919 Third Ave.  
**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	48303-10529
<b>NAME OF SUBMITTER:</b>	Andrew M. Banks
<b>SIGNATURE:</b>	/Andrew M. Banks/
<b>DATE SIGNED:</b>	08/22/2014

**Total Attachments: 6**

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.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:   
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 8<sup>th</sup> 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]



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