

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KENNEDY INFORMATION, LLC		12/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ALM Media, LLC		
Street Address:	120 Broadway, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10271		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4344939	CONSULTING	
Registration Number:	1269789	EXECUTIVE RECRUITER NEWS	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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>			
Phone:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	Nancy L. Hoffman		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	614460-600001		
NAME OF SUBMITTER:	Nancy L. Hoffman		
SIGNATURE:	/Nancy L. Hoffman/		
DATE SIGNED:	12/31/2014		
Total Attachments: 5			
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ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

This **ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY** (the “**Agreement**”) is made as of December 31, 2014 by and between Kennedy Information, LLC, a Delaware limited liability company f/k/a Kennedy & Kennedy, Inc., Kennedy Information, Inc. Kennedy Information LLC and BNA Subsidiaries, LLC (the “**Assignor**”) and ALM Media, LLC, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are referred to collectively herein as the “**Parties**” and each as a “**Party**.”

RECITALS

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended, modified or supplemented from time to time, the “**Purchase Agreement**”).

WHEREAS, Assignor (including as successor-in-interest to Kennedy & Kennedy, Inc., Kennedy Information, Inc., Kennedy Information LLC and BNA Subsidiaries, LLC) owns all right, title and interest in, to and under the trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, and corporate names, and all applications, registrations and renewals thereof, listed on Exhibit A, together with the goodwill associated with any of the foregoing, and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or other violation of any of the foregoing (collectively, the “**Trademarks**”).

WHEREAS, Assignor (including as successor-in-interest to Kennedy & Kennedy, Inc., Kennedy Information, Inc., Kennedy Information LLC and BNA Subsidiaries, LLC) owns all right, title and interest in, to and under the copyrights, copyrightable works, rights in databases, data collections, “moral” rights, and registrations and applications therefor, and corresponding rights in works of authorship, listed on Exhibit B, together with all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or other violation of any of the foregoing (collectively, the “**Copyrights**”);

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to accept and acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademarks and the Copyrights.

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee agrees to accept and acquire from Assignor, all of Assignor’s right, title and interest in and to the Trademarks and the Copyrights.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and the Purchase Agreement, the consideration set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks and the Copyrights.

2. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer.

3. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties, their respective successors and permitted assigns

4. Successors and Assigns. This Agreement shall be binding upon will inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement and any controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of State of New York without giving effect to any conflict of laws rules that may result in the application of the laws of any other jurisdiction. Any Party bringing a legal action or proceeding against any other Party arising out of or related to this Agreement shall bring it in either the United States District Court for the Southern District of New York or in any court of the State of New York sitting in the Borough of Manhattan, New York City and each Party consents to the jurisdiction of such courts for all such legal actions and proceedings.

6. No Modification. This Agreement may not be modified except by a writing signed by an authorized signatory of each Party.

7. No Waiver. No waiver by either Party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

8. Construction. The Parties participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal or state statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including without limitation."

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when such counterparts have been signed by each Party and delivered to the other Parties, it being understood that the Parties need not sign the same counterparts. Facsimile, photostatic and electronic copies of signatures to this Agreement shall be deemed to be originals and may be relied upon to the same extent as originals.

10. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law, rule or regulation or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Kennedy Information, LLC

ALM Media, LLC

By: 

By: 

Name: Daniel Hader

Title: President

Name: William Carter

Title: CEO

[Signature Page to Assignment and Transfer of IP]

EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Registered Owner</u>
<u>CONSULTING</u>	<u>85/148,287</u>	<u>10/8/10</u>	<u>4,344,939</u>	<u>6/4/13</u>	<u>Kennedy Information, LLC</u>
<u>The Kennedy Vanguard</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Kennedy Consulting Research & Advisory</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>EXECUTIVE RECRUITER NEWS</u>	<u>73395582</u>	<u>9/30/1982</u>	<u>1269789</u>	<u>3/13/1984</u>	<u>Kennedy Information, LLC</u>