

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The National Underwriter Company		01/31/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ALM Media Properties, LLC		
Street Address:	120 Broadway		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10271		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	75177066	10-3-1	
Serial Number:	76413133	ADVISORS DATA SOURCE	
Serial Number:	72340654	AMERICAN AGENT & BROKER	
Serial Number:	85017406	BENEFITS SELLING	
Serial Number:	74371259	CLAIMS	
Serial Number:	85029933	CLCS COMMERCIAL LINES COVERAGE SPECIALIS	
Serial Number:	78316820	CREDIT UNION TIMES	
Serial Number:	75011675	FC&S	
Serial Number:	75158025	FC&S	
Serial Number:	76114346	FREEERISA	
Serial Number:	78656993	INSIDECOUNSEL	
Serial Number:	78657519	INSIDECOUNSEL SUPERCONFERENCE	
Serial Number:	74624583	INSUR'ED.	
Serial Number:	76207544	INVESTMENT ADVISOR	
Serial Number:	86002248	LIFEHEALTHPRO	
Serial Number:	75912443	NATIONAL UNDERWRITER	
Serial Number:	75912444	NATIONAL UNDERWRITER	
Serial Number:	75917126	NATIONAL UNDERWRITER	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85864452	PC360
Serial Number:	85029856	PLCS PERSONAL LINES COVERAGE SPECIALIST
Serial Number:	77144709	PRODUCERSWEB
Serial Number:	85845990	PROPERTY CASUALTY 360
Serial Number:	85061951	SENIOR MARKET ADVISOR EXPO
Serial Number:	86028461	SUMMIT PROFESSIONAL NETWORKS
Serial Number:	78191608	TECH DECISIONS
Serial Number:	85837576	THINKADVISOR
Serial Number:	86095289	WOMEN, INFLUENCE & POWER IN LAW
Serial Number:	86095318	WOMEN, INFLUENCE & POWER IN LAW

CORRESPONDENCE DATA

Fax Number: 2149695100

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: 2149694804

Email: aaaugustine@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 2727 North Harwood Street

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	614460-600003
NAME OF SUBMITTER:	David L. Odom
SIGNATURE:	/David L. Odom/
DATE SIGNED:	02/09/2015

Total Attachments: 8

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (“Assignment”) is effective this 31st day of January, 2015 (the “Effective Date”), from The National Underwriter Company, an Ohio corporation, as assignor (“Assignor”), to ALM Media Properties, LLC, a Delaware limited liability company, as assignee (“Assignee”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. On the terms and subject to the conditions of the Asset Purchase Agreement, dated as of December 31, 2014, by and among Assignor, Summit Business Media Holding Company, a Delaware corporation and ALM Media, LLC, a Delaware limited liability company (“Buyer”) (as modified, amended or supplemented, the “Purchase Agreement”), Assignor agreed to, at the Closing, sell, transfer, assign and deliver to Buyer, or one of Buyer’s wholly owned subsidiaries, and Buyer agreed to purchase from Assignor, all of Assignor’s right, title and interest in and to the Transferred Assets (as defined in the Purchase Agreement), free and clear of all Liens other than Permitted Liens, and Buyer agreed to, at the Closing, assume, and thereafter perform and discharge, the Assumed Liabilities (as defined in the Purchase Agreement).

B. The Transferred Assets include the trademarks identified on Schedule A attached hereto (the “Transferred Trademarks”).

C. In accordance with Section 2.1 of the Purchase Agreement and pursuant to the Assignment Agreement, dated as of the date hereof, from Buyer to Assignee, Buyer has assigned to Assignee its right to acquire from Assignor the Transferred Trademarks.

AGREEMENT

For the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. All initially capitalized terms used but not defined herein have the meaning given to them in the Purchase Agreement.

2. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee all of Assignor’s rights, title, and interest in and to the Transferred Trademarks, together with the goodwill of the business associated therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing. Assignee hereby accepts all of Assignor’s rights, title and interest in and to the Transferred Trademarks, together with the goodwill of the business associated therewith, all common law rights related thereto, and the right to sue and recover for damages for past, present, and future infringements, dilutions, or violations of the foregoing.

3. Registration. Assignor hereby authorizes and requests the Commissioner of Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Transferred

Trademarks, and to issue any and all Transferred Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Transferred Trademarks.

4. Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee to register or perfect the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Transferred Trademarks made herein.

5. Binding Effect. This Assignment is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be construed and governed in accordance with the Laws of the State of Delaware, without regard to its Laws regarding conflict of Laws.

7. Purchase Agreement Controlling. This Assignment is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signature delivered by facsimile or other electronic transmission will be considered an original signature.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

**THE NATIONAL UNDERWRITER
COMPANY**

By: *Steven Weitzer*
Name: STEVEN WEITZNER
Title: CEO

STATE OF NY
COUNTY OF NY

§
§

SWORN ~~TO~~ and SUBSCRIBED BEFORE ME by *Steven Weitzer* this 20th day of Jan., 2015, to certify which witness my hand and seal of office, in the capacity therein stated.




Christian Argueta
Notary Public, State of NY

Signature Page to Assignment of Trademarks

TRADEMARK
REEL: 005455 FRAME: 0731

ASSIGNEE:

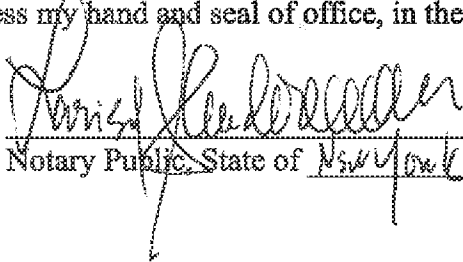
ALM MEDIA PROPERTIES, LLC

By: 
Name: William Carter
Title: CEO

STATE OF New York
COUNTY OF New York

§
§

SWORN TO and SUBSCRIBED BEFORE ME by William Carter, this 26th day of January, 2015, to certify which witness my hand and seal of office, in the capacity therein stated.


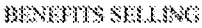


Notary Public, State of New York

Larise Blanderman - Notary Public
My Commission Expires 5/21/2015
Reg #0208662085362 Westwood County, NY

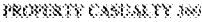
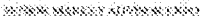




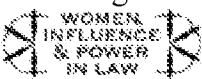
SCHEDULE A

Transferred Trademarks

United States

Mark / Name	Serial Number / Registration Number
10-3-1	SN:75-177066 RN:2,113,904
ADVISORS DATA SOURCE	SN:76-413133 RN:2,695,513
AMERICAN AGENT & BROKER (Stylized) 	SN:72-340654 RN:892,073
BENEFITS SELLING 	SN:85-017406 RN:3,889,604
CLAIMS	SN:74-371259 RN:1,845,570
CLCS COMMERCIAL LINES COVERAGE SPECIALIST 	SN:85-029933 RN:4,099,671
CREDIT UNION TIMES	SN:78-316820 RN:2,963,162
FC&S	SN:75-011675 RN:2,031,856
FC&S	SN:75-158025 RN:2,093,099
FREEERISA FREEERISA	SN:76-114346 RN:2,561,388

Mark / Name	Serial Number / Registration Number
INSIDECOUNSEL InsideCounsel	SN:78-656993 RN:3,231,808
INSIDECOUNSEL SUPERCONFERENCE InsideCounsel SuperConference	SN:78-657519 RN:3,231,809
INSUR'ED.	SN:74-624583 RN:1,977,914
INVESTMENT ADVISOR	SN:76-207544 RN:2,728,295
LIFEHEALTHPRO LIFEHEALTHPRO	SN:86-002248
NATIONAL UNDERWRITER	SN:75-912443 RN:2,501,529
NATIONAL UNDERWRITER	SN:75-912444 RN:2,501,530
NATIONAL UNDERWRITER	SN:75-917126 RN:2,499,762
PC360 PC360	SN:85-864452 RN:4,439,141
PLCS PERSONAL LINES COVERAGE SPECIALIST PLCS PERSONAL LINES COVERAGE SPECIALIST	SN:85-029856 RN:4,091,682
PRODUCERSWEB PRODUCERSWEB	SN:77-144709 RN:3,456,391
PROPERTY CASUALTY 360	SN:85-845990

Mark / Name	Serial Number / Registration Number
PROPERTY CASUALTY INS 	RN:4,439,030
SENIOR MARKET ADVISOR EXPO 	SN:85-061951 RN:3,984,135
SUMMIT PROFESSIONAL NETWORKS 	SN:86-028461
TECH DECISIONS 	SN:78-191608 RN:2,773,739
THINKADVISOR 	SN:85-837576 RN:4,486,254
WOMEN, INFLUENCE & POWER IN LAW 	SN:86-095289
WOMEN, INFLUENCE & POWER IN LAW and Design 	SN:86-095318

Canada

Mark / Name	Serial Number / Registration Number
INSIDE COUNSEL	SN: 1417675 RN: 771,734
InsideCounsel	SN: 1268581 RN: 689542
InsideCounsel SuperConference	SN: 1268584 RN: 690018