

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332547

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.		12/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cygnus Publishing LLC		
Street Address:	210 12th Avenue South, Suite 100		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	1718024	ADVANCED IMAGING	
Registration Number:	1939048	AIRCRAFT MAINTENANCE TECHNOLOGY	
Registration Number:	1864435	AIRPORT BUSINESS	
Registration Number:	1893121	ANSOM	
Registration Number:	1930936	ARMY/NAVY STORE & OUTDOOR MERCHANDISER	
Registration Number:	2208319	AUTOMATIC MERCHANDISER	
Registration Number:	4056441	CYGNUS BUSINESS MEDIA	
Registration Number:	4445442	FACILITIES EXPO	
Registration Number:	1448456	FROZEN FOOD AGE	
Registration Number:	4468084	GREEN INDUSTRY PROS	
Serial Number:	86469195	GSE EXPO WORLDWIDE	
Registration Number:	3580444	INDUSTRIAL MACHINERY DIGEST	
Registration Number:	2165553	LUSTRE	
Registration Number:	3534593	MACHINE TOOL EXPO	
Registration Number:	3775668	MANAGING GREEN BUILDINGS	
Registration Number:	1355332	MODERN JEWELER	
Registration Number:	2005619	PHOTO TRADE NEWS	
Registration Number:	0633671	PRINTING NEWS	
Registration Number:	1632347	PRO	

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Property Type	Number	Word Mark
Registration Number:	1569633	QUICK PRINTING
Registration Number:	1611192	RV TRADE DIGEST
Registration Number:	3598170	SNOW PRO
Registration Number:	3182773	VENDING MARKET WATCH
Registration Number:	3576152	WALKER TALK
Registration Number:	2915356	WIDE-FORMAT IMAGING
Registration Number:	4067256	YARD & GARDEN

CORRESPONDENCE DATA

Fax Number: 2026638007

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: 2026638000

Email: dctm@pillsburylaw.com

Correspondent Name: Patrick J. Jennings

Address Line 1: 1200 Seventeenth Street, NW

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	522379-0000081
NAME OF SUBMITTER:	Patrick J. Jennings
SIGNATURE:	/Pat Jennings/
DATE SIGNED:	02/18/2015

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of December 23, 2014 (the "Effective Date"), is made by Cygnus Business Media, Inc., a Delaware corporation (the "Assignor"), in favor of Cygnus Publishing, LLC, a Tennessee limited liability company ("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; 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 set forth in the Asset Purchase Agreement.

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. Assignment. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever, effective as of the Closing Date, all of Assignor's right, title and interest, whether statutory or at common law, in and to the Transferred Intellectual Property Assets set forth in the Asset Purchase Agreement, together with the goodwill symbolized by or associated with them and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, provided, however that the foregoing assignment of the Transferred Intellectual Property Assets shall not include a transfer of interests in the software known as "BASE 3.0" and associated component software, which the parties hereto have agreed to transfer pursuant to a Software Assignment and Assumption of Software as a Service Agreement.

2. Recordation. 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. Sections 6.10 and 8.01 – 8.13 of the Asset Purchase Agreement are incorporated herein by reference. In furtherance thereof, Assignor and Assignee hereby agree and acknowledge that the trademark for "Airport Business", registration number 1864435, has expired but is within the allowed grace period, and Assignor shall promptly take all reasonable steps required to pursue to renewal of this trademark. Except for the Asset Purchase Agreement and the other closing documents executed pursuant to it, this Assignment records the

EXECUTION COPY

entire understanding between Assignee and Assignors regarding the assignment of the Transferred Intellectual Property Assets and supersedes any previous or contemporaneous Assignment, understanding, or representation, oral or written by either of them.

[Signature Page Follows]

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: Paul M. Bonaiuto
Name: Paul M. Bonaiuto
Title: Chief Financial Officer

State of Wisconsin ss.
County of Jefferson

At 10:45 am, as of this 19 day of December, 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,

Shawna J. Fitzsche
Notary Public
My Commission Expires: 10-27-18

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 PUBLISHING, LLC

By: *Christopher M. Ferrell*
Name: Christopher M. Ferrell
Title: Chief Executive Officer

State of Tennessee ss.
County of Davidson

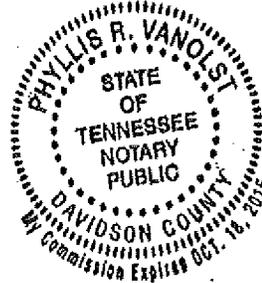
At Nashville, TN, as of this 23rd day of December, 2014, Christopher M. Ferrell, Chief Executive Officer of Cygnus Publishing, LLC personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of Cygnus Publishing, LLC.

Before me,

Phyllis R. VanOlst

Notary Public

My Commission Expires: _____



DISCLOSURE SCHEDULES
TO THE
ASSET PURCHASE AGREEMENT

These Disclosure Schedules (these “Schedules”) are furnished pursuant to and as part of that certain Asset Purchase Agreement, dated as of December 23, 2014 (the “Agreement”), by and between Cygnus Business Media, Inc., a Delaware corporation (“Seller”) and Cygnus Publishing, LLC, a Tennessee limited liability company (“Buyer”). Except as otherwise provided herein, capitalized terms in these Schedules have the meanings ascribed to such terms in the Agreement.

These Schedules are qualified in their entirety by reference to the specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting or expanding the representations or warranties of Seller, except as and only to the extent specifically provided in the Agreement. The disclosure of any fact or item in any section or subsection of the Schedules shall be deemed disclosed with respect to the corresponding Section or subsection of the Agreement and shall further be deemed disclosed with respect to such other Sections or subsections of the Agreement to the extent the relevance of such disclosure to such other Sections or subsections is readily apparent on the face of such disclosure. The duplication or cross-referencing of any disclosures made herein shall not, in any instance or in the aggregate, effect a waiver of the foregoing statement. The disclosure of any matter or item in the Schedules shall not be deemed to constitute an acknowledgement that such matter or item is required to be disclosed herein. The inclusion of any information in any section of these Schedules shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever. No disclosure herein relating to a possible breach or violation of any Contract, law or order shall be construed as an admission or indication that breach or violation exists or has actually occurred.

Headings have been provided for these Schedules for convenience of reference only and shall to no extent have the effect of amending or changing any express description of the sections set forth in the Agreement.

Schedule 2.01(e)
Transferred Intellectual Property Assets

Cygnus Business Media Copyright Registrations

<u>Full Title</u>	<u>Copyright Number</u>	<u>Date(s)</u>	<u>Type of Work</u>
Aircraft Maintenance Technology : the leading publication for the professional maintenance team.	CSN0104612	2000-2004	Serial
Airport Business : information for managers of airports & airport-based businesses.	CSN0107008	1997-2004	Serial
Automatic Merchandiser : merchandise vending, foodservice, coffee service.	CSN0095666	2000-2004	Serial
CPA software news : the independent voice for CPA software.	CSN0096040	2000-2004	Serial
Graphics network print & graphics.	CSN0141596	2003	Serial
Graphics network printing journal.	CSN0141597	2003-2004	Serial
Graphics network printing views.	CSN0141598	2003-2004	Serial
Graphics network southern graphics.	CSN0141599	2003-2004	Serial
Ground support.	CSN0141616	2003-2004	Serial
GSE today : the only magazine dedicated to the international ground support equipment and service industry.	CSN0136696	2001-2003	Serial
PrintingNews East : the weekly newspaper of graphic communications.	CSN0088190	2003-2004	Serial
Pro : the business management resource for lawn maintenance professionals.	CSN0106251	1997-2004	Serial
Quick printing : [the information source for commercial copyshops & printshops].	CSN0022695	2003-2004	Serial
Taxing Subjects.	CSN0153041	2007	Serial
Yard & garden : the power equipment dealer's source for management, marketing, merchandising.	CSN0061015	2000-2004	Serial

Copyrights and works of authorship related to the contributor or contracting agreements listed under Schedule 2.01(c).

Schedule 2.01(e)
Transferred Intellectual Property Assets (cont'd)

DOMAIN NAMES

Remaining Domains			
advancedimagingmag.biz	7/16/2015	facilitiexpo.com	8/12/2015
advancedimagingmag.com	6/3/2015	Facilitiexpo.com	7/3/2015
advancedimagingpro.com	11/11/2015	facilitiessolutionsexpo.com	7/3/2015
aircraftmaintenancemanagement.com	7/7/2016	facilityexpo.com	7/3/2015
aircrafttechs.com	10/11/2015	greaterphiladelphiafacilityexpo.com	7/22/2015
airportbiz.com	6/24/2015	greenindustrypros.com	5/22/2015
airportbusiness.com	7/29/2015	groundsupportassociation.com	7/9/2015
airportbusinessnews.com	1/7/2015	groundsupportassociation.org	7/9/2015
airportdaily.com	1/6/2015	groundsupportmagazine.com	9/24/2015
amonline.com	6/24/2015	groundsupportworldwide.com	8/16/2015
amtonline.com	6/24/2015	greexpo.com	1/13/2015
amtsociety.com	1/21/2015	gsetoday.com	2/25/2015
amtsociety.org	1/21/2015	ilovemymap.com	5/15/2015
ansommag.com	9/22/2015	imaginginfo.com	3/13/2015
ansomonline.com	11/14/2015	inkjetsage.com	4/30/2015
as3.com	7/23/2015	innovate-fujifilm.com	7/17/2015
aviationindustryexpo.com	2/1/2015	mschinetoolsexpos.com	4/25/2015
aviationindustryweek.com	7/31/2015	makedigitalhappen.com	2/14/2015
aviationpros.com	4/9/2015	metalworkinginfo.com	7/14/2015
aviationproslive.com	1/16/2015	metalworkinginfo.net	7/14/2015
businessmedizuncensored.com	4/28/2015	michiganfacilityexpo.com	7/22/2015
centralvalleyfacilityexpo.com	7/22/2015	midwestfacilitiesexpo.com	7/22/2015
contractorsandbuildersshow.com	6/26/2015	modernjeweler.com	6/14/2015
cpapracticeadvisor.com	12/7/2015	Myconstructionbusiness.tv	8/13/2015
cpapracticeadvisor.com	12/7/2015	Myconstructiontv.com	8/13/2015
cpasmallbusinessadvisor.com	6/5/2015	myprintresource.com	3/2/2015
cpatechnologyadvisor.com	1/12/2015	myprintresource.deals.com	9/10/2015
cpatechnologyadvisor.net	1/12/2015	newenglandfacilitiesexpo.com	7/22/2015
cpatechview.com	4/17/2015	news4tr.com	5/17/2015
cpatechviews.com	3/19/2015	northcaliforniafacilityexpo.com	7/22/2015
cygnuniversity.biz	7/10/2015	northtexasfacilitiesexpo.com	7/22/2015
cygnus.com	7/2/2015	northwestfacilityexpo.com	7/22/2015
cygnus.tv	5/12/2015	northwestmachinetoolsexpo.com	7/22/2015
cygnusanalytics.com	8/13/2015	northtexasfacilitiesexpo.com	7/22/2015
cygnusaviation.com	1/27/2015	rsapracticeadvisor.com	2/22/2016
cygnusaviationexpo.com	9/1/2015	pacificcoastmachinetoolsexpo.com	7/22/2015
cygnusb2b.com	10/5/2015	printing-info.net	7/14/2015
cygnusb2bmail.com	1/15/2015	printinginfowatch.com	1/15/2015
cygnusbusinessmedia.com	10/5/2015	printingnews.com	9/30/2015
cygnuscustommarketing.com	7/19/2015	promagazine.com	4/29/2015
cygnuscustomsolutions.com	6/8/2015	proshows.com	7/11/2015
cygnusexpos.com	12/9/2015	quickprinting.com	9/12/2015
cygnusexpositions.com	7/19/2015	quickprinting.org	4/12/2015
cygnusgraphics.com	8/23/2015	quickprintingmagazine.com	4/12/2015
cygnusinteractive.com	7/19/2015	routedriver.com	4/26/2015
cygnuspub.com	12/2/2015	shopremodelers.com	8/21/2015
cygnuspublishing.com	10/6/2015	shopremodelers.net	8/21/2015
cygnusregionals.com	6/25/2015	smallbiztechadvisor.com	7/23/2015
cygnusresearch.com	1/5/2015	smallbiztechnologyadvisor.com	7/23/2015
cygnussurveys.com	11/10/2015	smallbusinessstechadvisor.com	3/2/2015
cygnusuniversity.com	11/29/2015	southerncaliforniafacilitiesexpo.com	7/22/2015
dpcpros.com	7/7/2015	southfloridafacilitiesexpo.com	7/22/2015
ensuringaccess.com	12/7/2016	southwestfacilitiesexpo.com	7/22/2015
fabricatinginfo.com	7/14/2015	thefutureofb2b.com	5/17/2016
fabricatinginfo.net	7/14/2015	vendingmarketwatch.com	1/28/2015
facilitiesengineeringexpo.com	7/3/2015	wide-formatimaging.com	7/31/2015
		yardngarden.com	4/29/2015

Schedule 2.01(e)
Transferred Intellectual Property Assets (cont'd)

TRADEMARKS

Client/ Matter No.:	Country	Trademark	Owner	Application No.:	Filing date	RegNumber	RegDate	Class	TrademarkStatus	Renewal Date
522379-0328627	US	ADVANCED IMAGING	CYGNUS BUSINESS MEDIA, INC.	74/175839	13-Jun-91	1718024	22-Sep-92	16	Registered	22-Sep-22
522379-0328617	US	AIRCRAFT MAINTENANCE	CYGNUS BUSINESS MEDIA, INC.	74/412041	13-Jul-93	1939048	28-Nov-95	16	Registered - S	28-Nov-16
522379-0328647	US	TECHNOLOGY	CYGNUS BUSINESS MEDIA, INC.	74/371864	25-Mar-93	1864435	22-Nov-94	16	Registered - S	22-Nov-14
522379-0328665	US	AIRPORT BUSINESS	CYGNUS BUSINESS MEDIA, INC.	74/532504	02-Jun-94	1893121	09-May-95	16	Registered	09-May-15
522379-0328652	US	ANSOM	CYGNUS BUSINESS MEDIA, INC.	74/532504	02-Jun-94	1893121	09-May-95	16	Registered	09-May-15
522379-0328592	US	ARMY/NAVY STORE & OUTDOOR	CYGNUS PUBLISHING, INC.	74/527201	18-May-94	1930936	31-Oct-95	16	Registered	31-Oct-15
522379-0328663	US	MERCHANDISER	CYGNUS PUBLISHING, INC.	74/527201	18-May-94	1930936	31-Oct-95	16	Registered	31-Oct-15
522379-0328663	US	AUTOMATIC MERCHANDISER	CYGNUS BUSINESS MEDIA, INC.	75/300099	29-May-97	2208319	08-Dec-98	16	Registered	08-Dec-18
522379-0394875	US	CYGNUS BUSINESS MEDIA	CYGNUS BUSINESS MEDIA, INC.	75/904667	19-Apr-11	4056411	15-Nov-11	9,35,41	Registered	15-Nov-17
522379-0368299	US	FACILITIES EXPO & Design	CYGNUS BUSINESS MEDIA, INC.	86/002940	05-Jul-13	4445442	03-Dec-13	35	Registered	03-Dec-19
522379-0328636	US	FROZEN FOOD AGE	CYGNUS BUSINESS MEDIA, INC.	73/634896	08-Dec-86	1448456	21-Jul-87	16	Registered	21-Jul-17
522379-0423971	US	GREEN INDUSTRY PROS	CYGNUS BUSINESS MEDIA, INC.	86/002956	05-Jul-13	4468084	14-Jan-14	16, 44	Registered	14-Jan-20
522379-0435511	US	GSE EXPO WORLDWIDE	CYGNUS BUSINESS MEDIA, INC.	88/469195	02-Dec-14			35	Pending	
522379-0373474	US	INDUSTRIAL MACHINERY DIGEST	CYGNUS BUSINESS MEDIA, INC.	77/552870	21-Aug-08	3580444	24-Feb-09	16	Registered	24-Feb-15
522379-0328664	US	LUSTRE	CYGNUS BUSINESS MEDIA, INC.	75/265121	27-Mar-97	2165553	16-Jun-98	16	Registered	16-Jun-18
522379-0359160	US	MACHINE TOOL EXPO	CYGNUS BUSINESS MEDIA, INC.	77/065187	15-Dec-06	3534593	18-Nov-08	35	Registered	18-Nov-18
522379-0374842	US	MANAGING GREEN BUILDINGS	CYGNUS BUSINESS MEDIA, INC.	77/573048	18-Sep-08	3775668	13-Apr-10	35	Registered	13-Apr-16
522379-0328693	US	MODERN JEWELER	CYGNUS BUSINESS MEDIA, INC.	73/521126	07-Feb-85	1355332	20-Aug-85	16	Registered	20-Aug-15
522379-0328600	US	PHOTO TRADE NEWS	CYGNUS BUSINESS MEDIA, INC.	74/640125	24-Feb-95	2005619	08-Oct-96	16	Registered	08-Oct-16
522379-0324932	US	PRINTING NEWS	CYGNUS BUSINESS MEDIA, INC.	71/700896	30-Dec-55	0633671	28-Aug-56	16	Registered	28-Aug-16
522379-0395416	US	PRO	CYGNUS BUSINESS MEDIA, INC.	85/315614	23-Apr-90	1632347	22-Jan-91	16	Registered	22-Jan-21
522379-0324933	US	QUICK PRINTING	CYGNUS BUSINESS MEDIA, INC.	73/775491	19-Jan-89	1569633	05-Dec-89	16	Registered	05-Dec-19
522379-0328670	US	RV TRADE DIGEST	CYGNUS BUSINESS MEDIA, INC.	73/768606	12-Dec-88	1611192	28-Aug-90	16	Registered	28-Aug-20
522379-0373471	US	SNOWPRO	CYGNUS BUSINESS MEDIA, INC.	77/552897	21-Aug-08	3598170	31-Mar-09	16	Registered	31-Mar-15
522379-0328585	US	VENDING MARKET WATCH	CYGNUS BUSINESS MEDIA, INC.	78/630586	16-May-05	3182773	12-Dec-06	41	Registered	12-Dec-16
522379-0373472	US	WALKER TALK	CYGNUS BUSINESS MEDIA, INC.	77/552919	21-Aug-08	3576152	17-Feb-09	16	Registered	17-Feb-15
522379-0328571	US	WIDE-FORMAT IMAGING	CYGNUS BUSINESS MEDIA, INC.	76/541834	25-Aug-03	2915356	28-Dec-04	16	Registered - S	28-Dec-14
522379-0395417	US	YARD & GARDEN	CYGNUS BUSINESS MEDIA, INC.	85/315598	09-May-11	4067256	06-Dec-11	16	Registered	06-Dec-17

- E-newsletter templates
- Current Adobe InDesign Templates for listed print publications
- Current Adobe InDesign Templates published via the Adobe Publishing Suite
- Software Licenses with the following third-parties:
 - Microsoft Licenses
 - Exchange server 2010
 - Exchange client access licenses
 - SQL Server
 - Windows server 2003 and 2012
 - Windows server client access licenses
 - OEM Office bundled with the PC's
 - OEM Windows bundled with PC's
 - Adobe Licenses
 - Adobe CLP 4.5
 - Adobe TLP 4.5
 - Sublime Text
 - Tower
 - Expandrive
 - VMWare Fusion
 - TextMate
 - IDM UESTudio / UltraEdit
 - Atlassian Stack
 - Spansoap
 - Spherical VoIP telephony