

06-26-2001

U.S. Department of Commerce
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

1. Name of conveying party(ies): McKellar Publications

6-19-01

- Individual(s)
- General Partnership
- Corporation (State - California)
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Name: Cygnus Business Media, Inc.

Address: 830 Post Road East
Westport CT 06880

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation (State - Delaware)
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 1, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2048433 1697575

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be sent:

Hayley M. Smith
Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed

Any deficiency is authorized to be charged to
Deposit Account No. 111098

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Hayley M. Smith

Name of Person Signing

Hayley M. Smith

Signature

6/19/01

Date

Total number of pages including cover sheet, attachments, and document: 8

COMMISSIONER OF PATENTS AND TRADEMARKS
BOX ASSIGNMENT
WASHINGTON D.C. 20231

TRADEMARK
REEL: 002319 FRAME: 0415

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 1st day of June, 2001, ("Effective Date"), by and between McKellar Publications, a corporation organized under the laws of the State of California, with its principal office at 333 East Glenoaks Blvd., Suite 204, Glendale CA 91207 ("Assignor"), and Cygnus Business Media, Inc., a corporation organized under the laws of the State of Delaware with its principal office at 830 Post Road East, Westport CT 06880 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 31, 2001 (the "Purchase Agreement"), pursuant to which Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, certain assets relating to the intellectual property of Assignor's business, including, without limitation: (a) those United States trademark registrations identified and set forth on Schedule A (collectively, the "Marks"); and (b) the goodwill of the business associated with the Marks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations and all other corresponding rights that are or may be secured under the laws of the United States or any foreign countries, now or hereafter in effect, 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; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney or other documentation) reasonably requested by Assignee to more fully and effectively effectuate the purpose of this Assignment; including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein including, but not limited to, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to the rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

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.

* * * *

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized representatives as of the Effective Date.

MCKELLAR PUBLICATIONS

By: James L. McKellar
Name: JAMES L. MCKELLAR
Title: PRESIDENT

CYGNUS BUSINESS MEDIA, INC.

By: _____
Name: _____
Title: _____



STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.:

On this 1st day of June 2001, there appeared before me Beatriz M. Arauz, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of James L. McKellar.

Beatriz M. Arauz
Notary Public

STATE OF)
COUNTY OF) ss.:

On this _____ day of _____ 2001, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

Notary Public

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by their duly authorized representatives as of the Effective Date.

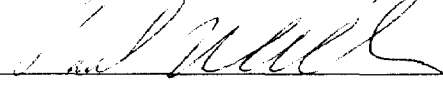
MCKELLAR PUBLICATIONS

By: _____

Name: _____

Title: _____

CYGNUS BUSINESS MEDIA, INC.

By: 

Name: PAUL MALKER

Title: PRESIDENT

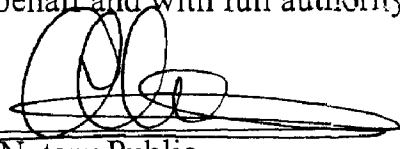
STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____ 2001, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of _____.

Notary Public

STATE OF Connecticut)
) ss.: Wolcott
COUNTY OF F. Field)

On this 1st day of June 2001, there appeared before me Paul Muckler, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Cygnus Business Media, Inc.



Notary Public

Arthur C. Smith

SCHEDULE A

UNITED STATES TRADEMARKS

Trademark	Reg. No.	Reg. Date	Status
DESIGN/BUILD BUSINESS	2048433	3/25/97	Registered
BUILD/CA	1697575	6/30/92	Registered