

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gainshare Media LLC		10/14/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Diversified Business Communications
Street Address:	121 Free Street, P. O. Box 7437
City:	Portland
State/Country:	MAINE
Postal Code:	04112-7437
Entity Type:	CORPORATION: MAINE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78208934	GAINSHARE MEDIA
Serial Number:	78208922	GAINSHARE MEDIA
Serial Number:	76554005	AP ADMINISTRATIVE PROFESSIONALS CONFERENCE
Serial Number:	76554003	AP ADMINISTRATIVE PROFESSIONALS CONFERENCE
Serial Number:	78208912	PROVIDING RESULTS THROUGH VISIBILITY
Serial Number:	78208943	PROVIDING RESULTS THROUGH VISIBILITY
Serial Number:	76553796	ADMINISTRATIVE PROFESSIONALS CONFERENCE
Serial Number:	78209113	
Serial Number:	78209104	
Registration Number:	2876092	THE SUPER FLORAL SHOW

CORRESPONDENCE DATA

Fax Number: (617)338-2880
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 78208934

Phone: 617-338-2943
Email: kherman@sandw.com
Correspondent Name: Kimberly B. Herman
Address Line 1: One Post Office Square
Address Line 2: Sullivan & Worcester LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	17644.0035
NAME OF SUBMITTER:	Kimberly B. Herman
Signature:	/hbk/
Date:	10/24/2005

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the “*Assignment Agreement*”), dated as of October 14, 2005, by and between Gainshare Media LLC, a Delaware limited liability company (“*Assignor*”) and Diversified Business Communications, a Maine corporation (“*Assignee*”).

WITNESSETH:

WHEREAS, by an Asset Purchase Agreement, dated as of even date herewith, (the “*Asset Purchase Agreement*”) by and between Assignor and Assignee, Assignor wishes to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to acquire and accept, all of Assignor’s right, title and interest in Assignor’s intellectual property rights set forth in *Section 1.1* of the Asset Purchase Agreement including without limitation those specifically described on *Schedule 2.8(a)* of the Asset Purchase Agreement (the “*IP Rights*”);

WHEREAS, without limiting the generality of the foregoing, Assignor has adopted, used or acquired certain trademarks, including, but not limited to, the trademarks set forth on *Schedule A* hereto, used exclusively in connection with the Business and with each Event (as such terms are defined in the Asset Purchase Agreement), and has obtained or applied for registrations for some of such trademarks, evidenced by the registrations or applications described on *Schedule A* (said trademarks, including all registrations and applications for registrations thereof and all rights to sue and recover for past infringement thereof, being collectively referred to herein as the “*Assigned Marks*”); and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all right, title and interest in and to the IP Rights (including without limitation the Assigned Marks), including all rights to sue and recover for past infringement or wrongful use thereof everywhere in the world.

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee all right, title and interest in and to the IP Rights (including without limitation the Assigned Marks), all together with the goodwill of the Business (as that term is defined in the Asset Purchase Agreement) in connection with which the IP Rights (including without limitation the Assigned Marks) are used, and with any and all renewals and extensions of the registrations for the IP Rights (including without limitation the Assigned Marks) that may be secured under any applicable law now or hereafter in effect.

(1) Assignor will provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor):

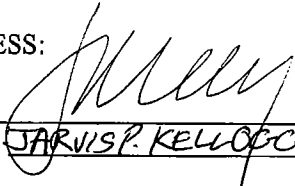
- (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the IP Rights (including without limitation the Assigned Marks);
- (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with any of the IP Rights (including without limitation the Assigned Marks), including testifying as to any facts relating to the IP Rights (including without limitation the Assigned Marks) or this Assignment Agreement

(however, in the event of any opposition, interference, infringement suit or other proceedings that may arise in connection with the IP Rights or this Assignment Agreement, Assignee agrees to bear the entire cost thereof including reimbursing Assignor for any substantiated expenses or disbursements associated with such actions and will be entitled to retain the entire amount of any recovery or settlement; Assignor may if it so desires also be represented by counsel of its own selection, the fees of which counsel will be paid by Assignor); and

- (iii) in the implementation or perfection of this Assignment Agreement.

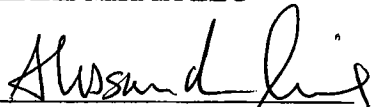
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IN WITNESS WHEREOF, the undersigned certifies that he is an officer of Gainshare Media LLC and has been duly authorized by Gainshare Media LLC to execute this Assignment Agreement on its behalf, as of the date first set forth above.

WITNESS: 
Name: JARVIS P. KELLOGG

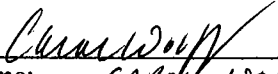
ASSIGNOR:

GAINSHARE MEDIA LLC

By: 
Name: ALESSANDRO MINA
Title: DIRECTOR/MANAGER

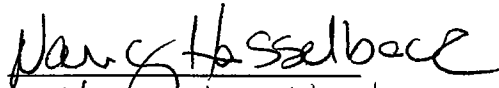
IN WITNESS WHEREOF, the undersigned certifies that she is an officer of Diversified Business Communications and has been duly authorized by Diversified Business Communications to execute this Assignment Agreement on its behalf, as of the date first set forth above.

WITNESS:


Name: CAROL WOLF

ASSIGNEE:

**DIVERSIFIED BUSINESS
COMMUNICATIONS**

By: 
Name: Nancy Hasselback
Title: President + CEO

SCHEDULE A
TRADEMARK APPLICATIONS

1. Trademark Serial Number 78208934
2. Trademark Serial Number 78208922
3. Trademark Serial Number 76554005
4. Trademark Serial Number 76554003
5. Trademark Serial Number 78208912
6. Trademark Serial Number 78208943
7. Trademark Registration Number 2876092
8. Trademark Serial Number 76553796
9. Trademark Serial Number 78209113
10. Trademark Serial Number 78209104