

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
WQED Multimedia		05/29/2009	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	WMPM, LLC		
Street Address:	5970 Greenwood Plaza Blvd.		
Internal Address:	Bldg 1, Ste. 360		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1502151	PITTSBURGH MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	(212)888-4955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-832-1930		
Email:	jcassin@breslowwalker.com		
Correspondent Name:	Breslow & Walker, LLP		
Address Line 1:	767 Third Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Jeffrey K. Cassin		
Signature:	/Jeffrey K. Cassin/		
Date:	06/02/2009		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, executed and delivered as of May 29, 2009, by WQED Multimedia., a Pennsylvania non-profit corporation ("Assignor"), for the benefit of WMPM, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under (i) the trademarks, service marks and applications and registrations therefor used or held for use in the Business (as defined in the Asset Purchase Agreement) and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions of the trademarks, service marks and applications, including without limitation, the trademarks and service marks identified and set forth on Schedule A attached hereto (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under, the Marks, together with the goodwill of the business associated therewith or which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

To the extent the Marks include any United States trademark or service mark application that is based on an intent-to-use, Assignor hereby acknowledges that this Trademark Assignment is to a successor to that portion of Assignor's business to which the Marks pertain, in accordance with 15 U.S.C. § 1060(a)(1).

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Marks are registered to record Assignee as the owner of the Marks and issue any trademarks or service marks which may be granted on any applications included in the Marks to Assignee as assignee of the entire right, title and interest therein and thereto.

Assignor agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits and other papers and to take such further actions as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Marks. Without limitation, Assignor shall provide Assignee, its successors and assigns, or their legal representatives, such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any infringement or

other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Trademark Assignment; (3) in obtaining any additional trademark or service mark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation of this Trademark Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of laws thereof.

The covenants, agreements, representations and warranties provided in the Asset Purchase Agreement with respect to the Marks are hereby incorporated herein by this reference and shall inure to the benefit of Assignee and be binding upon Assignor and their respective successors and permitted assigns, subject to the limitations, terms and conditions of the Asset Purchase Agreement. In the event of any conflict or other inconsistency between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee and their respective successors and assigns, any remedy or claim under or by reason of this Trademark Assignment or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this Trademark Assignment shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns.

This Trademark Assignment 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. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

WQED MULTIMEDIA

By: [Signature]
Name: George L. Miles, Jr.
Title: President and Chief Executive Officer

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this 29th day of MAY, 2009, before me personally came George L. Miles, Jr., President and Chief Executive Officer of WQED Multimedia, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.

[Signature]
Notary Public

ACCEPTED:

WMPM, LLC

By: _____
Dan Wiesner
Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Beverly J. Ditchko, Notary Public
Penn Hills Twp., Allegheny County
My Commission Expires Oct. 10, 2009
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

WQED MULTIMEDIA

By: _____
Name: George Miles
Title: President and Chief Executive Officer

STATE OF
COUNTY OF

On this ____ day of _____, 2009, before me personally came George Miles, President and Chief Executive Officer of WQED Multimedia, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.

Notary Public

ACCEPTED:

WMPM, LLC

By: _____
Dan Wiesner
Chief Executive Officer

Signature Page to
Trademark Assignment

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