

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
The Corporate Executive Board Company		12/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ziff Davis, Inc.
Street Address:	28 East 28th Street
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3688579	TOOLBOX FOR FINANCE
Registration Number:	3688572	TOOLBOX FOR HR
Registration Number:	3771553	TOOLBOX FOR IT
Registration Number:	3771552	TOOLBOX.COM
Registration Number:	3545970	ITTOOLBOX
Serial Number:	77851909	KNOWLEDGE SHARING COMMUNITIES

CORRESPONDENCE DATA

Fax Number: (212)503-3560
 Phone: 212-459-2325
 Email: tara_goldfrank@ziffdavis.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Tara L Goldfrank
 Address Line 1: 28 East 28th Street

CH \$165.00 3688579

Address Line 2: 11th Floor
Address Line 4: New York, NEW YORK 10016

NAME OF SUBMITTER:	Tara Goldfrank
Signature:	/tgoldfrank/
Date:	01/04/2012

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 30, 2011 ("Effective Date") by and between The Corporate Executive Board Company, a Delaware Corporation ("Assignor") and Ziff Davis, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all of the trademark applications and registrations set forth on Schedule A (the "Marks");

WHEREAS, Assignor, Assignee, and Toolbox.com, LLC, a Delaware limited liability company ("Seller"), are parties to that certain Asset Purchase Agreement ("Purchase Agreement") dated December 23, 2011 pursuant to which Seller and Assignor agreed to sell, transfer, convey and assign, and Assignee agreed to acquire, substantially all of the assets and properties held by Seller and used in the operation of the Business (as defined in the Purchase Agreement);

WHEREAS, in connection with the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the Marks, together with the goodwill associated with the Marks and that portion of the Business related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, including, without limitation, any common law rights associated therewith, any registrations that issue from the Marks, any renewals and extensions of such registered Marks and all corresponding rights that are or may be secured under the laws of the United States or any foreign country or multi-national registration body, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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 rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

Assignor hereby requests the United States Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

The parties hereto acknowledge and agree that this Assignment is subject to, and will be construed in accordance with, the terms and conditions of the Purchase Agreement applicable to the subject matter hereof.

This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. This Assignment may be executed and delivered by e-mail or facsimile, and copies of signatures hereon will be deemed as binding as originals.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

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

The Corporate Executive Board Company

By: _____

Name: *Tom Martin*
Title: *Chairman/CEO*

Ziff Davis, Inc.

By: _____

Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

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

The Corporate Executive Board Company

By: _____
Name:
Title:

Ziff Davis, Inc.

By: *John K. ...*
Name: John K. ...
Title: CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A TO TRADEMARK ASSIGNMENT

TRADEMARK	Application Number	Registration No.	Registration Date	Country	Status
Toolbox for Finance	77642012	3688579	9/29/2009	US	Registered
Toolbox for HR	77640829	3688572	9/29/2009	US	Registered
Toolbox for IT	77851854	3771553	4/6/2010	US	Registered
Toolbox.com	77851832	3771552	4/6/2010	US	Registered
ITTOOLBOX	77311388	3545970	12/16/2008	US	Registered
Knowledge Sharing Communities	77851909	N/A	N/A	US	Abandoned