

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Jarlin Media, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 10/1/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ziff Davis Media Inc.

Internal Address: 12th Floor

Street Address: 28 East 28th Street

City: New York

State: New York

Country: USA Zip: 10016

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,828,169

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheet(s) attached? Yes No

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Tara Garfinkle

Internal Address: 12th Floor, Legal Dept.

Street Address: 28 East 28th Street

City: New York

State: New York Zip: 10016

Phone Number: 212-503-3554

Fax Number: 212-503-3560

Email Address: Lara_garfinkle@ziffdavis.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501540
Authorized User Name Tara Garfinkle

9. Signature:

Tara Garfinkle
Signature

Signature

10/1/04
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 601540 2828169

Conveying Parties

1. Continued: Conveying Parties

1. Name of conveying party(ies)/Execution Date(s):
 InternetBiz.net

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Citizenship (see guidelines) Massachusetts

Execution Date(s) 10/1/2004

1. Name of conveying party(ies)/Execution Date(s):
 Desktop Publishing Institute

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

Citizenship (see guidelines) Massachusetts

Execution Date(s) 10/1/2004

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
DESKTOP PUBLISHERS JOURNAL	5/26/1998	2,161,112
WEB DESIGNER	5/18/1999	2,246,756
IMPACT AWARDS	8/19/1997	2,088,803
PUBLISH	8/13/1996	1,993,302
PUBLISH RGB	5/18/1998	2,157,971
PUBLISH & Design	7/23/1991	1,651,457
PDFZONE	12/5/2000	2,409,862
DIGITAL PHOTO WORLD	10/31/2000	2,400,492

PURCHASE AGREEMENT

BY AND AMONG

ZIFF DAVIS MEDIA INC., CONNEXUS MEDIA, INC., BTH MANAGEMENT, LLC,
JARLIN MEDIA, LLC, INTERNETBIZ.NET, LLC, WEB BUYERS GUIDE, LLC,

AND

BARRY HARRIGAN

DATED AS OF OCTOBER 1, 2004

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of October 1, 2004, by and among Connexus Media, Inc., a Massachusetts corporation, BTH Management, LLC, a Delaware limited liability corporation, Jarlin Media, LLC, a Delaware limited liability corporation, InternetBiz.net, LLC, a Massachusetts limited liability corporation ("InternetBiz") and Web Buyers Guide, LLC, a Delaware limited liability corporation (each individually a "Seller" and collectively, the "Sellers"); Barry T. Harrigan ("Harrigan"); and Ziff Davis Media Inc., a Delaware corporation ("Buyer"). Sellers, Harrigan, and Buyer are collectively referred to herein as the "Parties" and individually as a "Party."

On the terms and subject to the conditions set forth in this Agreement, Buyer desires to acquire from Sellers, and Sellers desire to sell to Buyer, all of the assets of Sellers (other than the assets of InternetBiz) other than the Excluded Assets. On the terms and subject to the conditions set forth in this Agreement, Buyer desires to acquire from InternetBiz, and InternetBiz desires to sell to Buyer, all of the outstanding membership interests of InternetBiz.

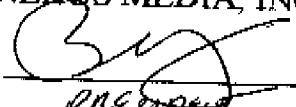
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS


"Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in

IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase Agreement as of the date first written above.


CONNEXUS MEDIA, INC.

By: 
Its: PRESIDENT


BTH MANAGEMENT, LLC

By: 
Its: MEMBER

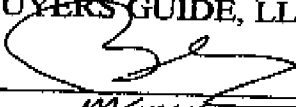
JARLIN MEDIA, LLC

By: 
Its: MEMBER

INTERNETBIZ.NET, LLC

By: 
Its: MEMBER

WEB BUYERS GUIDE, LLC

By: 
Its: MEMBER

ZIFF DAVIS MEDIA INC.

By: _____
Its: _____

BARRY HARRIGAN



IN WITNESS WHEREOF, the undersigned have executed this Asset Purchase
is of the date first written above.

CONNEXUS MEDIA, INC.

By: _____
Its: _____

BTH MANAGEMENT, LLC

By: _____
Its: _____

JARLIN MEDIA, LLC

By: _____
Its: _____

INTERNETBIZ.NET, LLC

By: _____
Its: _____

WEB BUYERS GUIDE, LLC

By: _____
Its: _____

ZIFF DAVIS MEDIA INC.

By: *Barry W. Harrigan*
Its: President & CEO

BARRY HARRIGAN
