08-04-2000 IRM PTO-1594 U.S. DEPARTMENT OF COMMERCE **RECOR**[sv. 6-03) Patent and Trademark Office ИВ No. 0651-0011 (екр. 4/94) 101422824 Tab settings ⇔ ⇔ ▼ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Name Union Bank of California, N.A. CommerceConnect Media, Inc. Internal Address: Street Address: 445 S. Figueroa, 16th Fl. Individual(s) Association General Partnership U Limited Partnership ZIP: 90071 City: Los Angeles X Corporation-State Delaware Other ☐ Individual(s) citizenship Additional name(s) of conveying party(ies) attached? XXYes O No XE Association National General Partnership__ Nature of conveyance: ☐ Limited Partnership □ Corporation-State Assignment O Merger Other x⊠ Security Agreement □ Change of Name If assignee is not domicited in the United States, a domestic representative designation Other ___ is attached: O Yes X No (Designations must be a separate document from assignment) Execution Date: June 23, 2000 Additional name(s) & address(es) attached? D Yes 🛱 No 4. Application number(s) or patent number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) (See Attachment) (See Attachment) Additional numbers attached? Z Yes O No 6. Total number of applications and 5. Name and address of party to whom correspondence registrations involved: concerning document should be mailed: Jill M. Pietrini Internal Address: XX Enclosed Manatt, Phelps & Phillips, LLP Authorized to be charged to deposit account 11355 W. Olympic Blvd. Street Address: 8. Deposit account number: DA 131 241 ZIP:90064 City: Los Angeles CA (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE 00000155 2003889 08/03/2000 MTHAI1 tement and signature. 1925.00 DP

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

o the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of

the opginal document.

Jill M. Pietrini
Name of Person Signing

CONTINUATION TO RECORDATION FORM COVER SHEET

Additional Conveying Parties (Space 1):

- 1. CommerceConnect Media Holdings, Inc. (a Delaware corporation)
 - 2. Cygnus Business Media, Inc. (a Delaware corporation)
 - 3. Johnson Hill Press, Inc. (a Delaware corporation)
 - 4. JHP, Inc. (a Delaware corporation)
- 5. Cygnus Publishing Limited Partnership (a Wisconsin limited partnership)

Additional Reg. & Appl. Numbers (Space 4)

TRADEMARKS

Registered Trademarks

Mark	Issue Date	Registration No.	Owner
HEALTH FOODS BUSINESS	10/01/96	2,003,889	$\overline{\text{CBM}}$
MODERN JEWELER	08/20/85	1,355,332	CBM
PHOTO BUSINESS	07/05/94	1,842,930	CBM
PHOTO BUSINESS	11/03/87	1,464,081	CBM
PHOTO TRADE NEWS	10/08/96	2,005,619	CBM
ARMY/NAVY STORE & OUTDOOR	10/31/95	1,930,936	CBM
MERCHANDISER	10/51/75	1,000,000	CDIVI
ESTAR	09/19/95	1,920,351	CBM
COMMERCIAL RENOVATION	05/23/95	1,895,063	CBM
ANSOM	05/09/95	1,893,121	CBM
AIRPORT BUSINESS	11/22/94	1,864,435	JHP
QUALIFIED REMODELER	10/24/94	1,859,693	CBM
QUICK PRINTING	12/05/89	1,569,633	CBM
AIRCRAFT MAINTENANCE	11/28/95	1,939,048	JHP
TECHNOLOGY	11/20/75	1,000,040	3111
FIREHOUSE	12/29/92	1,743,108	CBM
KITCHEN & BATH DESIGN NEWS	02/23/93	1,753,879	CBM
ADVANCED IMAGING	09/22/92	1,718,024	CBM
MASS TRANSIT	10/27/92	1,727,517	CBM
WOOD DIGEST	08/27/91	1,655,145	CBM
AMERICAN INK MAKER	06/26/90	1,603,716	CBM
PTN	04/04/89	1,533,063	CBM
PTN (and Design)	04/04/89	1,533,062	CBM
SECURITY DEALER	09/26/89	1,557,912	CBM
STUDIO PHOTOGRAPHY	10/17/89	1,560,822	CBM
PHOTOGRAPHIC PROCESSING	05/09/89	1,538,136	CBM
MAINTENANCE SUPPLIES	04/16/63	748,250	CBM
(Stylized Letters)	04/10/03	748,230	CDIVI
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OEM OFF-HIGHWAY	08/13/91	1,654,090	JHР
YARD & GARDEN	08/20/91	1,654,305	JHP
FARM EQUIPMENT	03/24/92	1,680,284	JHP
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RV TRADE DIGEST	08/28/90	1,611,192	CBM
,	30/20/70	-,011,1/~	OD111

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QUALIFIED REMODELER INCLUDING RESOURCE	11/22/94	1,863,705	СВМ
DIGEST (Stylized Letters)	02/10/06	1.062.500	СВМ
WOMAN SPEEDSKATER (Design only) PRINT ON DEMAND BUSINESS	03/19/96 11/12/96	1,962,599 2,016,573	CBM
PAVEMENT MAINTENANCE & RECONSTRUCTION	01/13/98	2,129,614	JHP
WWIF WALLCOVERINGS, WINDOWS	05/06/07	2 050 020	CDM
& INTERIOR FASHION DESIGN	05/06/97	2,058,838	CBM
Interior Fashion & Design	07/01/00	2 176 862	шт
LAMINATING DESIGN &	07/21/98	2,175,852	JHP
TECHNOLOGY	01/1/200	2.175.552	CDM
LUSTRE	01/16/98	2,165,553	CBM CBM
LAW ENFORCEMENT PRODUCT NEWS	3/23/99	2,233,287	CBM
PUBLIC SAFETY PRODUCT NEWS FIRE EMS RESCUE 911	05/25/00	2 247 010	CBM
AUTOMATIC MERCHANDISER	05/25/99 12/0 8 /98	2,247,018	CBM
DAMAGE PREVENTION CONVENTION	07/27/99	2,208,319 2,265,838	JHP
DIXIE FARM SHOW	02/16/99	2,223,993	JHP
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THE PET DEALER	11/28/95	193970	CBM
ECON ENVIRONMENTAL CONTRACTOR	03/08/88	1479599	CBM
AIRPORT SERVICES MANAGEMENT	12/09/80	1142516	ЈНР
SNACK PROFESSIONAL	07/27/99	2265810	ЛНР
CONSTRUCTION DISTRIBUTION	09/28/99	2282281	лн ЛНР
ROUTE DRIVER & SERVICE	12/14/99	2301110	JHР
TECHNICIAN	12/1/1///	2301110	V 1 1 1
SOUTHERN GRAPHICS	09/26/89	1,557,985	СВМ
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DOIDDING SERVICES CONTRACTOR	11/05/00	037,123	CDIVI
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EDX	02/09/00	75/914100	CBM
DIGITAL MEDIA EXPO & DESIGN	06/28/99	75/748963	JHP
MICRO PUBLISHING NEWS	01/06/99	75/618074	CBM
CFIW FIRE RESCUE WEST & DESIGN	1/26/99	75/ 627, 436	CBM
CFIW FIRE RESCUE EAST & DESIGN	12/14/98	75/ 605,0 46	CBM
PRECISION AG EXPO	12/08/97	75/401,353	JHP

POLICE TECHNOLOGY	12/28/99	75/882267	CBM
SPORT TRUCK & ACCESSORY BUSINESS	11/29/99	75/859364	CBM
OEM WORLDWIDE	07/06/99	75/744062	JHP
YOUR COURSE	12/28/99	75/882263	CBM
SOLIDSURFACE	08/16/99	75/777000	CBM
PROFESSIONAL TOOL & EQUIPMENT			
NEWS	12/21/99	75/876074	CBM
FLEET MAINTENANCE SUPERVISOR	01/12/00	75/894778	CBM
CYGNUS BUSINESS MEDIA INC	01/28/00	75/904667	CBM
WHERE INFORMATION AND	05/09/00	76/044520	JHP
TECHNOLOGY RECOME WISDOM			

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, COMMERCECONNECT MEDIA, INC., COMMERCECONNECT MEDIA HOLDINGS, INC., CYGNUS BUSINESS MEDIA, INC., JOHNSON HILL PRESS, INC. and JHP. INC., each a Delaware corporation and CYGNUS PUBLISHING LIMITED PARTNERSHIP, a Wisconsin limited partnership (each a "Pledgor"), now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, domain names, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or in any other country or any political subdivision thereof (subject, in the case of non United States Trademarks, to limitations that may be imposed under non United States law), and all reissues, revivals, extensions or renewals thereof) including, without limitation, the U.S. federally applied for and registered Trademarks listed on Schedule A, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired;

WHEREAS, Pledgor has entered into that certain Loan Agreement dated as of even date herewith (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") with various financial institutions that are (or may thereafter become) parties thereto as lenders, UNION BANK OF CALIFORNIA, N.A., as Arranging Agent; IBJ WHITEHALL BANK AND TRUST COMPANY, as Administrative Agent; BANK OF AMERICA, N.A., as Syndication Agent; and GENERAL ELECTRIC CAPITAL CORPORATION COMMERCIAL FINANCE, as Documentation Agent, and that certain Security and Pledge Agreement of even date herewith between each of the Pledgors and the Arranging Agent, for the benefit of the Lenders (the "Security Agreement") (any capitalized term used herein without definition herein shall have the meaning ascribed to it in the Loan Agreement).

WHEREAS, in connection with the Security Agreement, Pledgor has granted to Arranging Agent a security interest in certain personal property of Pledgor including, without limitation, all right, title and interest of Pledgor in, to and under all of Pledgor's Trademarks and Trademark licenses (including, without limitation, those Trademark licenses listed on Schedule B), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products, services, and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations (such term being used herein as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor does, as security for the Obligations, hereby grant to Arranging Agent a continuing security interest in all of Pledgor's right, title and interest in, to and

under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (a) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A;
- (b) each Trademark license, including, without limitation, each Trademark license referred to in <u>Schedule B</u>, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (c) all products, services, and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark, or for the sale of any Trademark.

Pledgor agrees to deliver updated copies of Schedule A and Schedule B to Arranging Agent at the end of any quarter in which Pledgor registers or applies for registration any Trademark not listed on Schedule A or enters into any Trademark license not listed on Schedule B, and, at Arranging Agent's request, to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of Pledgor and Borrower, such further instruments or documents (in form and substance satisfactory to Arranging Agent), and promptly perform, or cause to be promptly performed, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of Arranging Agent, to carry out the provisions and purposes of Article II of the Security Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of Arranging Agent under the Security Agreement, this Trademark Security Agreement and the other Loan Documents, in the Trademark Collateral or any portion thereof.

Pledgor agrees that if any Person shall do or perform any acts which Arranging Agent reasonably believes constitute an infringement or dilution of any Trademark or unfair competition, or violate or infringe any right of Pledgor or Arranging Agent therein or if any Person shall do or perform any acts which Arranging Agent reasonably believes constitute an unauthorized or unlawful use thereof, then and in any such event, Arranging Agent may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as Arranging Agent may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Arranging Agentmay take such steps or institute such suits or proceedings in its own name or in the name of Pledgor or in the names of the parties jointly. Arranging Agent hereby agrees to give Pledgor notice of any steps taken, or any suits or proceedings instituted, by Arranging Agent pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to Arranging Agent pursuant to the Security Agreement. Pledgor does hereby further acknowledge and affirm that the rights and remedies of Arranging Agent with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and more

fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any conflict between the Security Agreement and this Trademark Security Agreement, the Security Agreement controls.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Loan Agreement shall have been indefeasibly repaid in full and all Commitments shall have terminated, Arranging Agent shall execute and deliver to Pledgor, at Borrower's or Pledgor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of Arranging Agent in the Trademark Collateral, subject to any disposition thereof which may have been made by Arranging Agent pursuant to the terms hereof or of the Security Agreement.

Arranging Agent agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an and be a continuation of an Event of Default and Arranging Agent gives written notice to Pledgor of its intention to enforce its rights against any of the Trademark Collateral.

So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

[remainder of page intentionally left blank; signature page follows]

3

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be duly executed as of June 23rd, 2000, by its officer thereunto duly authorized.

CommerceConnect Media, Inc.,
a Delaware corporation
("Pledgor") //
By: Peggy lon.
Print Name: Pergy Kocning
Title: Viu Prenent
CommerceConnect Media Holdings, Inc.,
a Delaware corporation
("Pledgor")
By: figgy htm.
Print Name: Peggy Weng
Title: Via President
Cygnus Business Media, Inc.,
a Delaware corporation
("Pledgor")
\mathcal{A}
By: Yeary h
Print Name: Peggy Wenig
Title: Via President
Johnson Hill Press, Inc.,
a Delaware corporation
("Pledgor") /
\mathcal{A}
By: Peggy him
Print Name: Peggy Walniy
Title: Via President

JHP, Inc., a Delaware corporation ("Pledgor")
(Tiedgor)
By: Peoply long
Print Name: Peggy Kolning
Title: Via President
Cygnus Publishing Limited Partnership, a Delaware limited partnership ("Pledgor")
By: Johnson Hill Press, Inc., a Delaware corporation
By: fragy line
Print Name: Penny Kuchi,
Till Control to

STATE OF MH)	
COUNTY OF Suffalls ss.	
On the day of June Peage Koenia, to me known, to a place of the place	_, in the year 2000, before me personally came who, being by me sworn, did say that s/he is an
	executed, the above instrument, and that such by order of the Board of Directors of
Witness my hand and official seal.	
	6/11/1 (on a
	Notary Public Eric A. Cooper Exp 07/02/04
. 1	Exp 07/02/04
STATE OF MA	
STATE OF MA) COUNTY OF Suff.	
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	executed, the above instrument, and that such
Witness my hand and official seal.	<u> </u>
	Notary Public
	Eric A. Caper Exp 07/02/04
	109/07

STATE OF MH			
COUNTY OF Suff.	ss.		
Authorized Signatory of which entity is described in, and	ne known, who, be	eing by me sworn, ited, the above ins	
Witness my hand and officia	al seal.		
	Notar	Public Eric A. Co Exp 07/0	soper a/04
STATE OF MA) COUNTY OF Suff.	SS.		
On the day of, to reach the above in	me known, who, be Pleda 52 which entity execu	eing by me sworn, ited, the above ins	
Witness my hand and official	al seal.		
	Notar	y Public ic A. Coop exp 07/0a,	rer 104

STATE OF	MH;				
COUNTY OF SI	ss.				
On the 20 Place Ko Authorized Signator	enia, to me know	in the ye yn, who, being b	ar 2000, befor by me sworn, o	e me personal did say that s/l	ly came he is an
	ribed in, and which e	ntity executed, t	the above inst of the Boa		
Witness my h	and and official seal.				
		111		1 Tones	
		Notary Pub	A. G.	oper	
	. 4	es	ap 07/02	104	
state of N	$ \begin{array}{c} \text{off.} \\ \text{off.} \end{array} $				
Authorized Signator	y of fee	daor	by me sworn,	did say that s/	he is an
which entity is desc person signed th	ribed in, and which e ne above instrumer	entity executed, order	the above inst of the Boa		
Witness my h	nand and official seal.				
		5,			
		Notary Put	olic A	Correc	1
		ex	P 07/00	7/04	

STATE OF MA)	
COUNTY OF Suff) ss.	
Authorized Signatory of, to me known, who, Authorized Signatory of, which entity is described in, and which entity executions	the year 2000, before me personally came being by me sworn, did say that s/he is an cuted, the above instrument, and that such order of the Board of Directors of
Witness my hand and official seal.	
	A Cooper Exp 07/2/24
STATE OF MA) COUNTY OF Suff.	
Witness my hand and official seal.	
Not	Eric A. Caper exp 07/08/04

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CYGNUS BUSINESS MEDIA INC	01/28/00	75/904667	CBM
WHERE INFORMATION AND	05/09/00	76/044520	JHP
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