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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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TO: The Commissioner of Patents and Tra

Original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
08 25 00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
08/25/00

Name Miller Freeman Holdings, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Groupe Miller Freeman SAS

DBA/AKA/TA _____

Composed of _____

Address (line 1) 70 Rue Rivay

Address (line 2) _____

Address (line 3) Levallois-Perret Cedex

France

92532

- Individual General Partnership Limited Partnership Corporation Association
 - Other _____
 - Citizenship/State of Incorporation/Organization France
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002176 FRAME: 0173

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Alison B. Shames

10/12/00

Name of Person Signing

Signature

Date Signed

THIS ASSIGNMENT DEED is made on

25 August

2000

BETWEEN:-

- (1) **MILLER FREEMAN HOLDINGS INC.** a company incorporated in the State of Delaware in the USA under number 51-0379135 whose registered office is at 1201 North Orange Street, Wilmington, Delaware, 19801, USA (merged with Miller Freeman Group USA Inc.) (the "Assignor"); and
- (2) **GROUPE MILLER FREEMAN SAS** a société par actions simplifiée registered in France under number 410.219.364 whose registered office is at 70 Rue Rivay, 92532 Levallois-Perret Cedex, France (the "Assignee").

RECITALS

- (A) The Assignor is either the owner or operator of certain trade shows, events or publications to which the registered trade marks and trade mark applications set out in the schedule relate (together the "Trade Marks"). The Assignee is the beneficial owner of the Trade Marks and any and all goodwill attaching to the Trade Marks and the business operated by the Assignee under the Trade Marks. As the Assignor and Assignee were part of the same group of companies, for the sake of convenience the Assignee requested the Assignor to register and make applications in respect of the Trade Marks on its behalf in order to assist the Assignee with the protection of those marks.
- (B) In anticipation of the Assignee and Assignor no longer being in the same group of companies, the Assignee wishes to ensure that it has ('regulariser') the legal ownership of the Trade Marks and the Assignor has agreed to enter into this formal assignment of the legal ownership of the Trade Marks for that purpose.

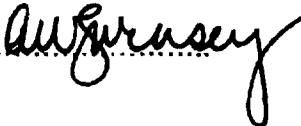
THE PARTIES AGREE AS FOLLOWS:-

1. In consideration of the sum of £1 now paid by the Assignee to the Assignor (the receipt and sufficiency of which the Assignor hereby acknowledges) the Assignor does **HEREBY ASSIGN** and transfer with full title guarantee all right title and interest in the Trade Marks, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
2. The Assignor confirms that the Assignee is the legal and beneficial owner of the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignee.
3. The Assignor shall at the expense of the Assignee do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest the Trade Marks or any one or more of them in the Assignee or otherwise to perfect the Assignee's title thereto.

4. The Assignor warrants to the Assignee as follows in respect of each of the registered Trade Marks:-
 - 4.1 that all renewal fees due in respect of the registrations have been paid;
 - 4.2 that the Assignor is unaware of any infringement of the registration of any of them or of any reason why any registration may be capable of being expunged from the register for any reason whatsoever;
 - 4.3 that any and all previous assignments of the Trade Marks are valid, and that the Assignor is properly entered on the register of Trade Marks as proprietor of the registrations.
5. This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its promotion) shall be governed by and construed in accordance with English law.
6. Each of the parties to this agreement irrevocably agrees that the courts of England shall have non-exclusive jurisdiction to hear and decide any suit, action or proceedings and/or to settle any disputes which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

IN WITNESS whereof this agreement has been executed as a deed on the date first above written.

Signed as a deed by)
MILLER FREEMAN HOLDINGS INC.)
 acting by) and)
) duly authorised)
 signatories on behalf of
 Miller Freeman Holdings Inc.:-

.....


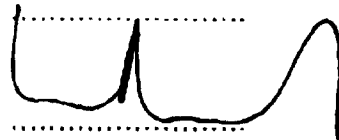
Signed as a deed by)
GROUPE MILLER FREEMAN SAS)
 acting by) and)
) duly authorised)
 signatories on behalf of Groupe Miller Freeman SAS:-

.....

Signed as a deed by)
MILLER FREEMAN HOLDINGS INC.)
 acting by) and)
) duly authorised)
 signatories on behalf of)
 Miller Freeman Holdings Inc.:-)

.....

Signed as a deed by)
GROUPE MILLER FREEMAN SAS)
 acting by *Louis ALLOU* and)
) duly authorised)
 signatories on behalf of Groupe Miller Freeman SAS:-)

.....


SCHEDULE**Registered Trade Marks**

<i>Mark</i>	<i>Territory</i>	<i>No.</i>	<i>Class(es)</i>
EQUIPHOTEL	USA	2080387	35
ITL	USA	2189707	35
EQUIPBAIE	USA	2078176	35
PLASTEXPO	USA	2025271	35
IT FORUM	USA	2118559	35
BATIMAT	USA	2028524	35
EUROPLAST	USA	2019062	35
INTERTRONIC	USA	2073234	35
POLLUTEC	USA	2019059	35

Applications

<i>Mark</i>	<i>Territory</i>	<i>No.</i>	<i>Class(es)</i>
None.			

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"MILLER FREEMAN GROUP USA, INC.", A DELAWARE CORPORATION, WITH AND INTO "MILLER FREEMAN HOLDINGS, INC." UNDER THE NAME OF "MILLER FREEMAN HOLDINGS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF DECEMBER, A.D. 1997, AT 9:01 O'CLOCK A.M.



2186989 8100M

991032405



Edward J. Freel, Secretary of State

AUTHENTICATION: 9542733

DATE: 01-26-99

TRADEMARK
REEL: 002176 FRAME: 0180

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:01 AM 12/29/1997
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AGREEMENT OF MERGER

THIS MERGER AGREEMENT is made and entered into as of December 24, 1997, by and between Miller Freeman Holdings, Inc., a Delaware corporation ("MFHI") and Miller Freeman Group USA, Inc., a Delaware corporation ("Group USA").

WITNESSETH

WHEREAS, MFHI is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock of 1,000 shares of common stock, of which 830 are presently issued and outstanding and are owned by United California Holdings Corporation, a Delaware corporation ("Calico") and 170 are presently issued and outstanding and are owned by Ludgate (USA), Inc., a Delaware corporation ("LUSA"); and

WHEREAS, Group USA is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital stock of 10,000 shares of common stock, of which 2,000 are presently issued and outstanding and are owned by LUSA; and

WHEREAS, the respective Boards of Directors of MFHI and Group USA have determined that the merger of the corporations described below will produce significant benefits through the consolidation of corporate activities and increased efficiencies; and

WHEREAS, each of the respective Boards of Directors of MFHI and Group USA has determined that it is in the best interests of each such corporation and its stockholders that Group USA be merged with and into MFHI, such merger to be effected in accordance with the laws of the State of Delaware in the manner and on the terms and conditions set forth herein; and

WHEREAS, the respective Boards of Directors of MFHI and Group USA desire to adopt this agreement as a plan of reorganization and to consummate the merger in accordance with the provisions of Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I
THE PLAN OF MERGER

1.1 The Merger. At the Effective Time of the Merger (as hereinafter defined) and pursuant to the General Corporation Law of the State of Delaware ("DGCL") the following shall occur:

(a) The Surviving Corporation. Group USA shall be merged with and into MFHI, and MFHI shall be the surviving corporation (the "Surviving Corporation"). The separate existence and corporate organization of Group USA shall cease, and thereupon Group USA and MFHI shall be a single corporation. MFHI, as the Surviving Corporation, shall succeed, insofar as permitted by law, to all rights, assets, liabilities, debts and obligations of Group USA, in accordance with and as set forth more fully in Section 259 of the DGCL.

(b) Certificate of Incorporation. The Certificate of Incorporation of MFHI shall be and remain the Certificate of Incorporation of the Surviving Corporation until amended as provided by law.

(c) By-Laws. The By-Laws of MFHI shall be and remain the by-laws of the Surviving Corporation until amended as provided by law.

(d) Directors. Until their respective successors shall be duly elected and qualified, the Board of Directors of the Surviving Corporation shall consist of each of the existing members of the Board of Directors of MFHI.

(e) Officers. Until their respective successors shall be duly elected and qualified, the officers of the Surviving Corporation shall consist of each of the existing officers of MFHI.

The Merger shall become effective on December 31, 1997, at 11:00 p.m. Eastern Standard time (the "Effective Time of the Merger").

1.2 Conversion of Shares. The manner of converting the shares of the constituent corporations at the Effective Time of the Merger shall be as follows:

(a) MFHI Shares. Each share of capital stock of MFHI which shall be outstanding at the Effective Time of the Merger shall remain

outstanding and shall constitute the entire outstanding capital stock of the Surviving Corporation.

(b) Other Shares. Each share of capital stock of Group USA outstanding at the Effective Time of the Merger shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired at the Effective Time of the Merger. No cash, securities or other consideration shall be paid or delivered in exchange for the cancellation and retirement of any such shares.

(c) Records. The stock transfer books of Group USA shall be closed as of the Effective Time of the Merger, and no transfer of record of any shares of capital stock of such corporations shall take place thereafter.

(d) Surrender of Corporation Stock Certificates. Immediately after the Effective Time of the Merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of capital stock of Group USA shall surrender the same to the Corporate Secretary of the Surviving Corporation for cancellation and retirement.

(e) Stock Options. At the Effective Time of the Merger, any and all options to acquire shares of capital stock of Group USA which are outstanding and unexercised immediately prior to the Effective Time of the Merger shall be cancelled.

1.3 Further Assurances. Each party to this Merger Agreement agrees that if, at any time after the Effective Time of the Merger, the Surviving Corporation determines or is advised that any further deeds, assignments, instruments or assurances are necessary or desirable to vest, perfect or confirm in the Surviving Corporation title to any property or rights of Group USA, then the officers and directors of the Surviving Corporation may execute and deliver all such proper deeds, assignments, instruments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Merger Agreement.

1.4 Address of Principal Office. The address of the principal office of MFHI is:


600 Harrison Street
San Francisco, CA 94107

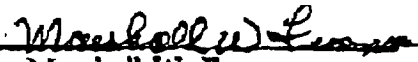
1.5 Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.

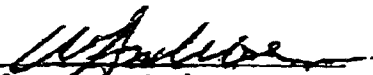
IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the unanimous written consent of the respective Boards of Directors of Group USA and MFHI and the sole stockholder of Group USA, is hereby executed on behalf of each of said corporations by their respective officers thereunto duly authorized.


MILLER FREEMAN HOLDINGS INC., a Delaware corporation

MILLER FREEMAN GROUP USA, INC., a Delaware corporation

By: 
Donald A. Favour
President

By: 
Marshall W. Freeman
President

By: 
Warren A. Ambrose
Secretary

By: 
Warren A. Ambrose
Secretary

OFFICERS' CERTIFICATE
OF
MILLER FREEMAN HOLDINGS, INC.

Donald A. Pazour and Warren A. Ambrose hereby certify that:

1. They are the President and Secretary, respectively, of Miller Freeman Holdings, Inc., a California corporation ("MFHI").
2. The total number of outstanding shares of each class of MFHI entitled to vote on the merger described in the Merger Agreement to which this certificate is attached is 100 common shares.
3. The principal terms of the Merger Agreement in the form attached to this certificate were approved by the shareholders of MFHI by the vote of 100% of the outstanding shares of MFHI, which equalled (or exceeded) the vote required.
4. The percentage vote required was a majority of the common shares of Properties.

We further declare under penalty of perjury under the laws of the State of Delaware that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: December 29, 1997



Donald A. Pazour, President



Warren A. Ambrose, Secretary

OFFICERS' CERTIFICATE

OF

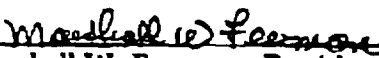
MILLER FREEMAN GROUP USA, INC.

Marshall W. Freeman and Warren A. Ambrose hereby certify that:

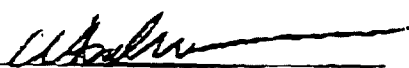
1. They are the President and Secretary, respectively, of Miller Freeman Group USA, Inc., a Delaware corporation ("Group USA").
2. The merger described in the Merger Agreement to which this certificate is attached was entitled to be and was approved by only the unanimous written consent of the Board of Directors of Group USA under the provisions of Section 251(f) of the General Corporation Law of the State of Delaware.

We further declare under penalty of perjury under the laws of the State of Delaware that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: December 29, 1997



Marshall W. Freeman, President



Warren A. Ambrose, Secretary