

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (CREDIT AGREEMENT (FIRST LIEN))																																							
CONVEYING PARTY DATA																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Name</th> <th style="width: 33%;">Formerly</th> <th style="width: 17%;">Execution Date</th> <th style="width: 17%;">Entity Type</th> </tr> <tr> <td>QUESTEX MEDIA GROUP, INC.</td> <td></td> <td>05/23/2005</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	QUESTEX MEDIA GROUP, INC.		05/23/2005	CORPORATION: DELAWARE																																
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QUESTEX MEDIA GROUP, INC.		05/23/2005	CORPORATION: DELAWARE																																					
RECEIVING PARTY DATA																																								
Name:	BANK OF MONTREAL, CHICAGO BRANCH , AS ADMINISTRATIVE AGENT																																							
Street Address:	3 Times Square																																							
Internal Address:	Floor 29																																							
City:	New York																																							
State/Country:	NEW YORK																																							
Postal Code:	10036																																							
Entity Type:	A CHARTERED BANK OF CANADA:																																							
PROPERTY NUMBERS Total: 90																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 15%;">Number</th> <th style="width: 65%;">Word Mark</th> </tr> </thead> <tbody> <tr><td>Registration Number:</td><td>2055343</td><td>ABILITIES EXPO</td></tr> <tr><td>Registration Number:</td><td>1765843</td><td>AMERICAN SALON</td></tr> <tr><td>Registration Number:</td><td>1373157</td><td>AMERICAN SALON</td></tr> <tr><td>Registration Number:</td><td>2188654</td><td>AMERICAN SPA</td></tr> <tr><td>Registration Number:</td><td>2828715</td><td>AMERICAN SPA EXPO</td></tr> <tr><td>Registration Number:</td><td>1574871</td><td>BROWN'S DIRECTORY OF NORTH AMERICAN AND INTERNATIONAL GAS COMPANIES</td></tr> <tr><td>Registration Number:</td><td>2209005</td><td>CADALYST</td></tr> <tr><td>Registration Number:</td><td>2367257</td><td>CALLCENTERLIVE</td></tr> <tr><td>Registration Number:</td><td>2718214</td><td>COLLABORATE CONFERENCE & EXPO</td></tr> <tr><td>Registration Number:</td><td>2445329</td><td>COMPETITIVE CARRIER</td></tr> <tr><td>Registration Number:</td><td>2576820</td><td>CUSTOMER CONTACT WEEK</td></tr> <tr><td>Registration Number:</td><td>2574657</td><td>CUSTOMER INTERFACE</td></tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2055343	ABILITIES EXPO	Registration Number:	1765843	AMERICAN SALON	Registration Number:	1373157	AMERICAN SALON	Registration Number:	2188654	AMERICAN SPA	Registration Number:	2828715	AMERICAN SPA EXPO	Registration Number:	1574871	BROWN'S DIRECTORY OF NORTH AMERICAN AND INTERNATIONAL GAS COMPANIES	Registration Number:	2209005	CADALYST	Registration Number:	2367257	CALLCENTERLIVE	Registration Number:	2718214	COLLABORATE CONFERENCE & EXPO	Registration Number:	2445329	COMPETITIVE CARRIER	Registration Number:	2576820	CUSTOMER CONTACT WEEK	Registration Number:	2574657	CUSTOMER INTERFACE	
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TRADEMARK
REEL: 003094 FRAME: 0019

Registration Number:	2450373	CUSTOMER RELATIONSHIP MANAGEMENT SOLUTIONS
Registration Number:	2376210	DCC EXPO
Registration Number:	2530946	DVD FESTIVAL
Registration Number:	1337123	
Registration Number:	2583937	E-LEARNING MAGAZINE
Registration Number:	1476386	ENTERTAINMENT MERCHANDISING
Registration Number:	2405724	FIELD SERVICE SOLUTIONS
Registration Number:	2564770	GEOSPATIAL SOLUTIONS
Registration Number:	2341952	GOLFDOM
Registration Number:	1666686	GPS WORLD
Registration Number:	1382276	GREEN BOOK
Registration Number:	1618020	HAIRCOLOR USA
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Registration Number:	2329175	ICCM
Registration Number:	1882460	INTERNATIONAL BEAUTY SHOW
Registration Number:	2811953	LANDSCAPE DESIGN/BUILD
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Registration Number:	2777012	LEARNING & TRAINING WEEK
Registration Number:	1362332	LONG BEACH HAIRDRESSER'S GUILD'S
Registration Number:	1584614	LP/GAS
Registration Number:	2907422	LUXURY TRAVEL GUIDE
Registration Number:	2712207	THE NET ECONOMY
Registration Number:	1581463	OFFICIAL BOARD MARKETS
Registration Number:	2615805	PARCEL LOGISTICS EXPO SOLUTIONS FOR MASTERING THE FULFILLMENT PROCESS
Registration Number:	869723	PEST CONTROL
Registration Number:	1899120	ON DEMAND DIGITAL PRINTING & PUBLISHING
Registration Number:	828228	PAPERBOARD PACKAGING
Registration Number:	1960218	PIT & QUARRY
Registration Number:	508767	PIT & QUARRY
Registration Number:	2474370	PREMIER HONEYMOONS
Registration Number:	2170599	PREMIER HOTELS & RESORTS
Registration Number:	2848753	PREMIER ROMANCE
Registration Number:	2376305	PREMIER SPAS

Registration Number:	2419821	RESPONSE
Registration Number:	2198428	RNT
Registration Number:	1072234	RSI
Registration Number:	1806882	SALON NEWS
Registration Number:	1389382	SAN DIEGO BEAUTY & TRADE SHOW
Registration Number:	1360961	SCAN-TECH
Registration Number:	1818907	SENSORS
Registration Number:	1867152	SENSORS EXPO
Registration Number:	2417023	SENSORS EXPRESS
Registration Number:	2552603	SENSORS EXPRESS THE NEWS YOU CHOOSE
Registration Number:	2403624	SENSORS EXPRESS
Registration Number:	2384041	SHADES OF BEAUTY
Registration Number:	2211250	TECHLEARN
Registration Number:	2369565	TELECOM INVESTOR
Registration Number:	2346550	TELEPRESS LATINOAMERICA
Registration Number:	1399352	TRAVEL AGENT
Registration Number:	1934846	TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DIRECTORY
Registration Number:	1365533	VIDEO STORE
Registration Number:	2633869	WIRELESSAMERICAS
Registration Number:	2242228	WIRELESS ASIA
Serial Number:	78376756	APPLIED MOBILITY
Serial Number:	78376752	APPLIED MOBILITY
Serial Number:	78505020	HOME MEDIA RETAILING
Serial Number:	78536293	HOME MEDIA RESEARCH
Serial Number:	78491614	HOME MEDIA RETAILING
Serial Number:	78370469	HOTEL DESIGN
Serial Number:	78503447	INTERNATIONAL SENSORS EXPO & CONFERENCE
Serial Number:	78476303	LUXURY AGENT
Serial Number:	78491322	LUXURY TRAVEL ADVISOR
Serial Number:	78407838	LUXURY TRAVEL EXPO
Serial Number:	78483772	ON DEMAND
Serial Number:	78500535	PP&E PORTABLE PLANTS & EQUIPMENT
Serial Number:	78432407	PREMIER HOTELS & RESORTS
Serial Number:	78491977	RFID SYSTEMS
Serial Number:	78484211	RFID SYSTEMS

Serial Number:	78482979	WIRELESS SENSORS
Serial Number:	78492065	WIRELESS SENSORS
Serial Number:	78518471	TECHLEARN
Registration Number:	2301723	EAST COAST VIDEO
Registration Number:	2693733	HIVE4
Registration Number:	2333991	WEB MERCHANT
Serial Number:	76080230	HIVE4MEDIA
Serial Number:	78396415	HOME ENTERTAINMENT RETAIL EXPO
Serial Number:	78511072	ADULT ENTERTAINMENT EXPO

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127017237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 190 S. LaSalle St.

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	05/31/2005

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

(Credit Agreement (First Lien))

This TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2005 (this "Agreement"), is made by QUESTEX MEDIA GROUP, INC., a Delaware Corporation (the "Grantor"), in favor of BANK OF MONTREAL, CHICAGO BRANCH ("BMO"), as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement (First Lien), dated as of May 23, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among QUESTEX MEDIA GROUP, INC., a Delaware corporation (the "Borrower"), QMG HOLDINGS, INC., a Delaware corporation (the "Parent"), the various financial institutions and other Persons from time to time parties hereto (the "Lenders") and BANK OF MONTREAL, CHICAGO BRANCH ("BMO"), as administrative agent (in such capacity, the "Administrative Agent") for the Lenders, WELLS FARGO FOOTHILL, INC., as syndication agent (in such capacity, the "Syndication Agent") for the Lenders and BANK OF MONTREAL, CHICAGO BRANCH, D/B/A HARRIS NESBITT ("Harris Nesbitt"), as the lead arranger and sole bookrunner (in such capacity, the "Arranger"), the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of May 23, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the limitations set forth in Section 2.1 of the Security Agreement, the Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (provided that for United States intent-to-use trademark applications, any security interest shall be granted only to the extent that the grant of a security interest therein would not impair the validity of enforceability of such intent-to-use trademark applications under then applicable federal law) (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement.

The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

QUESTEX MEDIA GROUP, INC.

By: 
Name: Keith Palumbo
Title: President

BANK OF MONTREAL, CHICAGO BRANCH,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

QUESTEX MEDIA GROUP, INC.

By: _____

Name:

Title:

**BANK OF MONTREAL, CHICAGO BRANCH,
as Administrative Agent**

By: _____

Name:

Title:

Michael Silverman
Managing Director

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

The following trademark registrations are for issues of publications published since January 1, 2002.

<u>Registered Trademarks</u>		
<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
<i>United States</i>		
ABILITIES EXPO	2055343	4/22/1997
ADULT ENTERTAINMENT EXPO	78511072	
AMERICAN SALON	1765843	4/20/1993
AMERICAN SALON	1373157	11/26/1985
AMERICAN SPA	2188654	9/8/1998
AMERICAN SPA EXPO	2828715	3/30/2004
APPLIED MOBILITY	78376756	
APPLIED MOBILITY	78376752	
BROWN'S DIRECTORY OF NORTH AMERICAN AND INTERNATIONAL GAS COMPANIES	1574871	1/2/1990
CADALYST	2209005	12/8/1998
CALLCENTERLIVE	2367257	7/11/2000
COLLABORATE CONFERENCE & EXPO	2718214	5/20/2003
COMPETITIVE CARRIER	2445329	4/17/2001
CUSTOMER CONTACT WEEK	2576820	6/4/2002
CUSTOMER INTERFACE	2574657	5/28/2002
CUSTOMER RELATIONSHIP MANAGEMENT SOLUTIONS	2450373	5/8/2001
DCC EXPO	2376210	8/8/2000
DESIGN (HOME MEDIA RETAILING)	78505020	
DESIGN (LADIES HEAD)	1337123	5/21/1985
DESIGN (STAR) HOME ENTERTAINMENT EVENTS	2638822	10/22/2002

Registered Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
DVD FESTIVAL	2530946	1/15/2002
EAST COAST VIDEO	2301723	12/21/1999
E-LEARNING MAGAZINE	2583937	6/18/2002
ENTERTAINMENT MERCHANDISING	1476386	2/9/1988
FIELD SERVICE SOLUTIONS	2405724	11/21/2000
GEOSPATIAL SOLUTIONS	2564770	4/23/2002
GOLFDOM	2341952	4/11/2000
GPS WORLD	1666686	12/3/1991
GREEN BOOK	1382276	2/11/1986
HAIRCOLOR USA	1618020	10/16/1990
HIVE4	2693733	3/4/2003
HIVE4MEDIA	76080230	
HOME ENTERTAINMENT RETAIL EXPO	78396415	
HOME MEDIA RESEARCH	78536293	
HOME MEDIA RETAILING	78491614	
HOTEL & MANAGEMENT	MOTEL 1758302	3/16/1993
HOTEL DESIGN	78370469	
IBS	1578043	1/16/1990
ICCM	2329175	3/14/2000
INTERNATIONAL BEAUTY SHOW	1882460	3/7/1995
INTERNATIONAL SENSORS EXPO & CONFERENCE	78503447	
LANDSCAPE DESIGN/BUILD	2811953	2/3/2004
LANDSCAPE MANAGEMENT	1557418	9/19/1989
LEARNING & TRAINING WEEK	2777012	10/21/2003
LONG BEACH HAIRDRESSERS GUILDS	1362332	9/24/1985
LP/GAS	1584614	2/27/1990

Registered Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
LUXURY AGENT	78476303	
LUXURY TRAVEL ADVISOR	78491322	
LUXURY TRAVEL EXPO	78/407838	
LUXURY TRAVEL GUIDE	2907422	11/30/2004
NET ECONOMY (THE)	2712207	4/29/2003
OFFICIAL BOARD MARKETS	1581463	2/6/1990
ON DEMAND	78483772	
ON DEMAND DIGITAL PRINTING & PUBLISHING	1899120	6/13/1995
PAPERBOARD PACKAGING	828228	5/2/1967
PARCEL LOGISTICS EXPO Solutions for Mastering The Fulfillment Process	2615805	9/3/2002
PEST CONTROL	869723	5/20/1969
PIT & QUARRY	1960218	3/5/1996
PIT AND QUARRY AND DESIGN	508767	4/19/1949
PP&E PORTABLE PLANTS & EQUIPMENT	78500535	
PREMIER HONEYMOONS	2474370	7/31/2001
PREMIER HOTELS & RESORTS	2170599	6/30/1998
PREMIER HOTELS & RESORTS	78/432407	6/9/2004
PREMIER ROMANCE	2848753	6/1/2004
PREMIER SPAS	2376305	8/8/2000
RESPONSE	2419821	1/9/2001
RFID SYSTEMS	78491977	
RFID SYSTEMS	78484211	
RNT	2198428	10/20/1998
RSI	1072234	8/30/1977
SALON NEWS	1806882	11/23/1993
SAN DIEGO BEAUTY & TRADE SHOW	1389382	4/8/1986

Registered Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
SCAN-TECH	1360961	9/17/1985
SENSORS (STYLIZED)	1818907	2/1/1994
SENSORS EXPO (STYLIZED)	1867152	12/13/1994
SENSORS EXPRESS	2417023	1/2/2001
SENSORS EXPRESS - THE NEWS YOU CHOOSE (DESIGN)	2552603	3/26/2002
SENSORS EXPRESS (DESIGN)	2403624	11/14/2000
SHADES OF BEAUTY	2384041	9/5/2000
TECHLEARN	78518471	
TECHLEARN	2211250	12/15/1998
TELECOM INVESTOR	2369565	7/18/2000
TELEPRESS LATINOAMERICA AND DESIGN	2346550	5/2/2000
TRAVEL AGENT	1399352	7/1/1986
TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DIRECTORY	1934846	11/14/1995
VIDEO STORE (now Home Media Retailing)	1365533	10/15/1985
WEB MERCHANT	2333991	3/21/2000
WIRELESS AMERICAS	2633869	10/15/2002
WIRELESS ASIA	2242228	4/27/1999
WIRELESS SENSORS	78482979	
WIRELESS SENSORS	78492065	
<i>Austria</i>		
SCANTECH EXPO EUROPE	180112	26-Jan-99
<i>Canada</i>		
CADALYST	331689	
PAPERBOARD PACKAGING	124381	
TELEVOLUTION	490403	23-Feb-98
TRAVEL AGENT INTERNATIONAL	517852	13-Oct-99
<i>United Kingdom</i>		

Registered Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
Scantech	1286167	01-Oct-86
CTM		
GNSS WORLD	3260684	07-Aug-03

Pending Trademark Applications

NONE

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE				

Item B. Trademark Licenses

The following trademark licenses are for issues of publications published since January 1, 2002.

1. License Agreement, dated January 9, 2002, between Advanstar Communications Inc. and Association for Information and Image Management International.
2. Strategic Alliance Agreement dated December 31, 2004 between the National Cosmetology Association and Advanstar Communications Inc.