

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
George E. Fern Co.		09/15/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	WCP/Fern Exposition Services LLC		
Street Address:	3752 Crittenden Drive		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40209		
Entity Type:	limited liability company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2370415	GEO. E. FERN CO.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kattenlaw.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 W. Monroe Street		
Address Line 2:	c/o Katten Muchin Rosenman LLP		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Penelope S. Johnson		
Signature:	/Penelope S. Johnson/		
Date:	09/15/2005		

CH \$40.00 2370415

Total Attachments: 7
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Assignment and Transfer of Trademark

This ASSIGNMENT AND TRANSFER OF TRADEMARK (this "*Assignment*") is made and entered into as of September 15, 2005, by and between by and between WCP/Fern Exposition Services LLC (f/k/a WCP Exposition Services LLC), a Delaware limited liability Company (the "*Buyer*") and George E. Fern Co., an Ohio corporation (the "*Seller*"). Capitalized terms used but not defined herein have the meaning assigned to them in the Purchase Agreement (as defined below).

Witnesseth:

A. Buyer, Seller, George J. Budig, Otto M. Budig, Jr. are parties to that certain Asset Purchase Agreement dated as of May 25, 2005, as amended by the First Amendment thereto dated September 14, 2005 (the "*Purchase Agreement*").

B. The Purchase Agreement requires the execution and delivery of this Assignment as a condition to the closing of the transactions contemplated by the Purchase Agreement.

C. The Seller is the owner of the trademark identified on Exhibit A hereto, and is the owner of the registration of such trademark identified on said Exhibit A, and the Seller desires to assign such trademark and registration to the Buyer.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. Assignment. The Seller hereby grants, sells, conveys, transfers, assigns, bargains, delivers and relinquishes exclusively to Buyer, in perpetuity, all of its right, title, and interest in and to all of the Seller's trademark and registration identified on Exhibit A, together with (a) the registration of said trademark identified on said Exhibit A, (b) the goodwill of the Business symbolized by said trademark and the registration thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademark or the registration thereof or associated goodwill.
2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "*PTO*"), the parties hereto shall execute this Assignment and the Seller shall execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Buyer shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Assignment and Exhibit A hereto.
3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name on all applications, documents, papers and instruments necessary to implement and effect fully the express intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO.

4. Other Matters. This Assignment is made in furtherance of the transactions contemplated by the Purchase Agreement. Nothing in this Assignment shall extend, expand or limit the respective rights and remedies of the parties to the Purchase Agreement.
5. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts executed and to be performed in that state.
6. Successors and Assigns. This Assignment shall bind Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

(Signatures Appear on Following Page)

Signature Page to the Assignment and Transfer of Trademark

This Assignment is executed and delivered effective as of the date first set forth above.

Buyer:

WCP/Fern Exposition Services LLC

By: WCP Exposition Services Operating Company
LLC

Its: Sole Member

By: WCP Exposition Services Holding Company
LLC

Its: Sole Member

By: 
Name: Art Roselle

Its: Manager

Seller:

George E. Fern, Co.

By: _____

Name: George Budig
Title: President

STATE OF Ohio

§

COUNTY OF Hamilton

§

ss.

§

Subscribed and sworn to before me this ____ day of September, 2005.

Notary Public

Signature Page to the Assignment and Transfer of Trademark

This Assignment is executed and delivered effective as of the date first set forth above.

Buyer:

WCP/Fern Exposition Services LLC

By: WCP Exposition Services Operating Company
LLC

Its: Sole Member

By: WCP Exposition Services Holding Company
LLC

Its: Sole Member

By: _____

Name: Art Roselle

Its: Manager

Seller:

George E. Fern, Co.

By: George J. Budig _____

Name: George Budig

Title: President

STATE OF Ohio

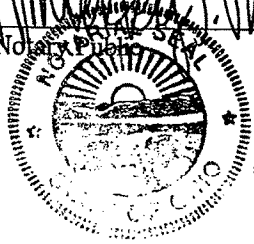
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§
§

ss.

COUNTY OF Hamilton

Subscribed and sworn to before me this 7th day of September, 2005.

Kimberly S. Smith
Notary Public



KIMBERLY S. SMITH
Notary Public, State of Ohio
My Commission Expires Dec. 7, 2008

Exhibit A

TRADEMARK AND TRADEMARK REGISTRATION

UNITED STATES TRADEMARK

REGISTRATION NO.

2370415

TRADEMARK

GEO. E. FERN CO.

Our fees increased September 1, 2003. Please review the instruction box on the form for the new fee.

Kansas Secretary of State
Ron Thornburgh
Memorial Hall, 1st Floor
129 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564
ksos@ksos.org
www.ksos.org

KANSAS SECRETARY OF STATE
Trade-Mark or Service-Mark Assignment Form **TMA**

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All information must be completed or this document will not be accepted for filing.

Print		Reset
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Please complete the form, print, sign and mail to the Kansas Secretary of State with the filing fee. Selecting 'Print' will print the form and 'Reset' will clear the entire form.

1. Trademark or Service-mark: Hubbell/Tyner

2. Classification: 35

3. Current owner: George E. Fern Co.

4. Address: 1100 Gest Street Cincinnati Ohio 45208
Street address City State Zip

5. Expiration date: March 13 2008
Month Day Year

The above does hereby assign said trademark or service-mark to the following:

6. New owner: WCP/Fern Exposition Services LLC

7. Address: 139 Campanelli Drive Middleboro Massachusetts 02346
Street address City State Zip

George Budig
 Signature of current owner
George Budig

Instruction
 Submit this application with the \$15 filing fee. Please send a separate form for each additional assignment.
 Notice: There is a \$25 service fee for all returned checks.



State of Missouri
Assignment of Mark Registration

Whereas George E. Fern Co.
(name of assignor)
of 1100 Gest Street, Cincinnati, OH 45208
(address)
has adopted, used and is using a mark which is registered in the State of Missouri, Registration
No. 5015336, dated February 13, 2003; and

Whereas WCP/Fern Exposition Services LLC
(name of assignee)
of 139 Campanelli Drive, Middleboro, MA 02346
(address)

is desirous of acquiring said mark and the registration thereof;
Now, therefore, for good and valuable consideration, receipt of which is hereby
acknowledged, said George E. Fern Co.
(name of assignor)

does hereby assign unto the said WCP/Fern Exposition Services LLC
(name of assignee)

all right, title and interest in and to the said mark, together with the good will of the business
symbolized by the mark, and the above identified registration thereof.

George J Budig
(signature of assignor if assignor is a corporation or other
juristic organization, give the official title of the person
who signs for assignors)
George Budig, President

State of Ohio
County of Hamilton

On this 7th day of September, before me appeared George Budig. The
person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her
own behalf (or on behalf of the identified corporation or other juristic entity with authority
to do so).

Return completed form to:
Commissions
PO Box 784
Jefferson City, MO 65102
(573) 751-4756
Comm. 30 (12-99)

Kimberly S. Smith
(signature of notary public)
Typed or printed name Kimberly S. Smith
State of Ohio
Commission Expires 12-7-06
My Commission Expires 12-7-06



KIMBERLY S. SMITH
Notary Public, State of Ohio
My Commission Expires Dec. 7, 2006