TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heartland International Tradeshows, Inc.		09/01/2005	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2877437	
Registration Number:	2873112	SPORTS COLLECTORS DIGEST VOICE FOR THE HOBBY THE HOBBY'S OLDEST AND LARGEST PUBLICATION SPORTSFEST THE WORLD'S LARGEST SPORTS COLLECTIBLE & ENTERTAINMENT FESTIVAL
Registration Number:	1343194	CICF
Registration Number:	2862501	INTERNATIONAL GIFT & COLLECTIBLE EXPO
Registration Number:	2334703	INTERNATIONAL COLLECTIBLE EXPOSITION
Registration Number:	2597582	SPORTSFEST
Registration Number:	2373301	SPORTSFEST' THE WORLD'S LARGEST SPORTS COLLECTIBLE FESTIVAL

OP $190.00 2877437

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698

Email:	ksolomon@stblaw.com
Correspondent Name:	Mark Solomon, Esq.
Address Line 1:	Simpson Thacher & Bartlett LLP
Address Line 2:	425 Lexington Avenue
Address Line 4:	New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1137
NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	10/10/2005

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of September 1, 2005 is made by Heartland International Tradeshows, Inc., a Wisconsin corporation, (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (the "Administrative Agent") and the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 5, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among New Publishing Holdings, LLC ("Holdings"), New Publishing Acquisition, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries and related entities, including Grantor, have executed and delivered a Guarantee and Collateral Agreement, dated as of August 5, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing first lien security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing first lien security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEARTLAND INTERNATIONAL TRADESHOWS, INC.

By: _____
Name: Mark Arnott
Title: CFO

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF)
) ss
COUNTY OF)

On the 2 day of September 2005, before me personally came Mark Arnett, who is personally known to me to be the CFO of Heartland International Tradeshows, Inc., a Wisconsin corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Barbara Klus
Notary Public

BARBARA KLUS
Notary Public, State of Ohio
My Commission Expires 04-26-09
STATE OF OHIO

(PLACE STAMP AND SEAL ABOVE)

509265-1137-10853-NY03.2458687.1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEARTLAND INTERNATIONAL TRADESHOWS, INC.

By:_____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:_____
Name:
Title: Robert Anastasi
Vice Presid

TRADEMARK
REEL: 003172 FRAME: 0834

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York

On the 2nd day of September, 2005, before me personally came Robert Anastasio, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Elsa V. Griffith

Notary Public

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4938119
Qualified in Kings County
Commission Expires March 30, 2007

(PLACE STAMP AND SEAL ABOVE)

509265-1137-10853-NY03.2458687.1

SCHEDULE A

HEARTLAND INTERNATIONAL TRADE SHOWS, INC.

US TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Status	Serial No./ Registration No.	Date Filed	Registration Date	Owner
INTERNATIONAL COLLECTIBLE EXPOSITION DESIGN (CHILDREN UNDER RAINBOW)	Registered	SN #78-267,570 REG # 2,877,437	June 26, 2003	August 24, 2004	Heartland International Trade Shows, Inc
SPORTSFEST THE WORLD'S LARGEST COLLECTIBLE FESTIVAL (NEW LOGO) & DESIGN	Registered	SN # 76-234,158 REG # 2,873,112	April 2, 2001	August 17, 2004	Heartland International Trade Shows, Inc
CHICAGO INT'L COIN FAIR (CICF) & DESIGN	Registered	SN #73-469,092 REG # 1,343,194	March 7, 1984	June 18, 1985	Heartland International Trade Shows, Inc.
INTERNATIONAL GIFT & COLLECTIBLE EXPOSITION (ICE)	Registered	SN #78-158,872 REG # 2,862,501	August 28, 2002	July 13, 2004	Heartland International Trade Shows, Inc.
INTERNATIONAL COLLECTIBLE EXPOSITION	Registered	SN #75539217 REG # 2,334,703	August 18, 1998	March 28, 2000	Heartland International Trade Shows, Inc.
SPORTSFEST	Registered	SN # 75-234,075 REG # 2,597,582	April 2, 2001	July 23, 2002	Heartland International Trade Shows, Inc.
SPORTSFEST THE WORLD'S LARGEST COLLECTIBLE FESTIVAL & DESIGN	Registered	SN #75351934 REG # 2,373,301	September 4, 1997	August 1, 2000	Heartland International Trade Shows, Inc.

INTERNATIONAL TRADEMARK APPLICATIONS AND REGISTRATIONS

NONE

K&E 10734218.1