# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Second Lien

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SUMMIT BUSINESS MEDIA, LLC		111/03/2006	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	BANK OF MONTREAL, CHICAGO BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	115 SOUTH LASALLE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2591562	AFRICANXCHANGE
Registration Number:	0892073	AMERICAN AGENT & BROKER
Registration Number:	2125500	ART BUSINESS NEWS
Registration Number:	1118420	ART BUYERS CARAVAN
Registration Number:	1718000	ARTEXPO PREVIEW
Registration Number:	1071827	BASICS & BEYOND
Registration Number:	2958767	CONSTRUCTION PURCHASING
Registration Number:	2301138	CONTRACTOR TOOLS AND SUPPLIES
Registration Number:	0825917	DECOR
Registration Number:	1533561	GALERIA
Registration Number:	0642661	LIFE INSURANCE SELLING
Registration Number:	2002132	MORTGAGE ORIGINATOR
Registration Number:	2831256	MRO WIRED

TRADEMARK "REEL: 003439 FRAME: 0335

900064157

Registration Number:	2889493	PROGRESSIVE DISTRIBUTOR	
Registration Number:	2094312	MRO TODAY	

### CORRESPONDENCE DATA

Fax Number: (312)701-7711

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

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	12/07/2006

#### **Total Attachments: 9**

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# TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2006 (this "Agreement"), is made by SUMMIT BUSINESS MEDIA, LLC, a Delaware limited liability company (the "Grantor"), in favor of BANK OF MONTREAL, CHICAGO BRANCH, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of November 3, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Summit Business Media Intermediate Holding Company, LLC, a Delaware limited liability company (the "<u>Borrower</u>"), the Lenders and agents party thereto, the Administrative Agent and BMO Capital Markets Corp., as the Lead 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 November 3, 2006 (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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and 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 Grantor's right, title and interest, whether now or hereafter existing, owned or acquired by the Grantor, in and to the following (the "<u>Trademark Collateral</u>"):

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- (a) (i) all 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, without limitation, those referred to in <a href="Item A">Item A</a> of <a href="Schedule I</a> 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 (collectively referred to as the "<a href="Trademark">Trademark</a>");
- (b) all trademark licenses for the grant by or to such Grantor of any right to use any trademark;
- (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 Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), including any claim by such 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.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. 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 (or any portion thereof) 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 occurrence of the Termination Date, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, such Documents as the Grantor shall reasonably request to evidence such termination, including, in the case of

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<u>clause (ii)</u>, the release of this Agreement and the security interest granted hereunder and under the Security Agreement.

SECTION 5. <u>Acknowledgment</u>. 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. <u>Loan Document</u>. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

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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.

SUI	MMIT BUSI	NESS MEDIA, LLC
Ву:	<del></del>	· · · · · · · · · · · · · · · · · · ·
	Name: Title:	
BAI as A	NK OF MON dministrative	TREAL, CHICAGO BRANCH
Ву:	M	
	Name: Title:	Sarah Kim Managing Director

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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.

SUMMIT BUSINESS MEDIA, LLC
By: MMMM Name: Title:
BANK OF MONTREAL, CHICAGO BRANCH as Administrative Agent
By: Name: Title:

# SCHEDULE I to Trademark Security Agreement

### Item A. Trademarks

### Registered Trademarks

Country

Trademark

Registration No.

Registration

<u>Date</u>

See attached. All registered Trademarks have been registered with the United States Patent and Trademark Office.

# Pending Trademark Applications

Country

Trademark

Serial No.

Filing Date

See attached. All pending Trademark applications are pending for registration with the United States Patent and Trademark Office.

# **Trademark Applications in Preparation**

Country

Trademark

Docket No.

Expected Filing Date

Products/

Services

None.

Item B. Trademark Licenses

Country or <u>Territory</u>

<u>Trademark</u>

Licensor

Licensee

Effective

Date

Expiration
Date

None.

206315/0043/902758/Version #:.2

# Trademarks:

MARK (LOGO)	REG. NO.	REG. DATE	SERIAL	FILING	GOODS/SERVICES	STATUS
			NO.	DATE		
AFRICANXCHANGE	2,591,562	07/09/2002	76/332,631	11/01/2001	Magazines in the fields of social, political and economic matters	Registered
AGENT BROKER	892,073	06/02/1970	72/340,654	10/14/1969	Trade magazine published periodically	Registered
ART BUSINESS NEWS	2,125,500	12/30/1997	75/214,057	12/16/1996	Trade magazine directed to artists, art dealers, galleries, framers and related enterprises in the field of art and business	Registered
buyers caravan	1,118,420	05/15/1979	73/166,460	04/14/1978	Promoting the sale of the goods and/or services of others by organizing and conducting trade shows	Registered
ARTEXPO PREVIEW	1,718,000	09/22/1992	74/155,631	04/09/1991	Magazine of art expositions	Registered

MORTGAGE	<b>6</b> 9	GALERIA	DF	CONTRACT SUPPLIES	CONSTRUCTION PURCHASING	Basics
MORTGAGE ORIGINATOR	Selling		DECOR	CONTRACTOR TOOLS AND SUPPLIES	TION	Basics (S) Beyond
2,002,132	642,661	1,533,561	825,917	2,301,138	2,958,767	1,071,827
09/24/1996	03/12/1957	04/04/1989	03/14/1967	12/14/1999	05/31/2005	08/23/1977
74/539,418	72/006,440	73/726,904	72/235,623	75/630,906	76/604,699	73/051,014
06/17/1994	04/16/1956	05/06/1988	01/03/1966	02/01/1999	07/29/2004	04/30/1975
Monthly magazines containing business and financial	Monthly publication	Promoting the sale of the goods and/or services of others by organizing and conducting trade shows in the field of art works	Magazine	Magazines in the fields of construction equipment and materials	Magazines and newsletters in the field of building services, tools, equipment and supplies	Series of booklets dealing with picture matting and framing
Registered	Registered	Registered	Registered — Supplemental Register	Registered – Supplemental Register	Registered – Supplemental Register	Registered

RECORDED: 12/07/2006

PROGRESSIVE DISTRIBUTOR	MR0 Wirea	MRO TODAY
2,889,493	2,831,256	2,094,312
09/28/2004	04/13/2004	09/09/1997
76/090,321	76/355,892	75/056,618
07/17/2000	01/08/2002	02/12/1996
Magazines in the fields of Registered electronic commerce, information technology and emerging technologies relating to manufacturing, industry, and distribution	Dissemination of advertising Registered for others via the Internet; promoting the goods and services of others by providing hypertext links to the websites of others; computer services, namely, providing online newsletters in the field of emerging technologies regarding maintenance, repair and plant operations related to industrial facilities	Magazines and newsletter in the Registered field of manufacturing and industry
Registered	Registered	Registered