

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oxford Publishing, Inc.		09/12/2007	CORPORATION: MISSISSIPPI

RECEIVING PARTY DATA

Name:	Credit Suisse, as Second Lien Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Swiss bank:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2928102	BEVERAGE & FOOD
Registration Number:	2760488	BEVERAGE RETAILER
Registration Number:	3101408	
Registration Number:	2946545	&
Registration Number:	3101099	
Registration Number:	2796824	NIGHTCLUB&BAR
Registration Number:	2934161	!SALUD! Y BUEN PROVECHO
Registration Number:	3022406	THE SHOW
Serial Number:	78480757	& HUB OF HOSPITALITY
Serial Number:	77164502	LAS VEGAS INTERNATIONAL RESTAURANT SHOW
Serial Number:	77164542	LAS VEGAS HOSPITALITY EXPO

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

TRADEMARK

REEL: 003621 FRAME: 0787

900086923

OP \$290.00 2928102

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0105
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NAME OF SUBMITTER:	Rhonda DeLeon
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Signature:	/Rhonda DeLeon/
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Date:	09/14/2007
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Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 12, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Intellectual Property Security Agreement”), is made by Oxford Publishing, Inc., a Mississippi corporation (the “Grantor”) in favor of Credit Suisse, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, Questex Media Group, Inc., a Delaware corporation (the “Borrower”), and QMG Holdings, Inc., a Delaware corporation, have entered into a Second Lien Credit Agreement, dated as of May 4, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Credit Agreement”), with the Lenders (as defined in the Second Lien Credit Agreement) from time to time party thereto, and Credit Suisse, as administrative agent, Swingline Lender and Issuing Bank (both as defined in the First Lien Credit Agreement), and the Collateral Agent.

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are subject to the terms and conditions set forth in the Second Lien Credit Agreement and are conditioned upon, among other things, (i) the execution and delivery by the Grantors of that certain Second Lien Guarantee and Collateral Agreement, dated as of May 4, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”) and (ii) the execution by the parties thereto of that certain Intercreditor Agreement among the Borrower, Holdings, the Subsidiaries (as defined therein) of the Borrower party thereto, Credit Suisse, as First Lien Collateral Agent (as defined therein), and Credit Suisse as Second Lien Collateral Agent (as defined therein), dated as of May 4, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the “Intercreditor Agreement”). Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Guarantee and Collateral Agreement.

WHEREAS, the Grantor became a subsidiary of the Borrower pursuant to the Stock Purchase Agreement, dated as of August 15, 2007, by and among the Borrower, the Grantor, Oxford Communication, Inc., a Mississippi corporation, and the shareholders signatory thereto, and the Grantor is party to the Supplement No. 1 to the Second Lien Guarantee and Collateral Agreement (the “Supplement”), dated as of the date hereof.

WHEREAS, under the terms of the Second Lien Guarantee and Collateral Agreement and the Supplement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantor to the Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Second Lien Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, it is the understanding of the parties, that notwithstanding anything herein to the contrary, (i) the Security Interest granted pursuant to the Second Lien Guarantee and Collateral Agreement shall, prior to the Discharge of First Lien Obligations (as defined in the Intercreditor Agreement), be subject and subordinate to the Liens (as defined in the Intercreditor Agreement) granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations to secure the First Lien Obligations pursuant to the First Lien Guarantee and Collateral Agreement and (ii) the exercise of any rights or remedies by the Collateral Agent and the other Secured Parties is subject to the provisions of the Intercreditor Agreement.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all of the following (the "Intellectual Property Collateral"), as security for the payment or performance, as the case may be, in full of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof, (iii) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, (iv) in each case above, all goodwill associated therewith or symbolized thereby and (v) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "Trademarks");

(b) (i) all letters patent of the United States or the equivalent thereof in any other country, all recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes, improvements thereon or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, import, sell and/or offer to sell the inventions disclosed or claimed therein and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyright rights, priorities and privileges arising under the laws of the United States, any other country or multinational jurisdiction, or any political subdivision

thereof, whether registered or unregistered, published or unpublished, including all works of authorship and Intellectual Property therein, (ii) all rights, priorities and privileges in works based on, incorporated in, derived from or relating to works covered by such copyrights, including all right, title and interest to make and exploit derivative works based on or adopted from works covered by such copyrights, (iii) all registrations, recordings, applications for registration and renewals of any such copyrights in the United States, any other country or multinational jurisdiction, or any political subdivision thereof, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III, (iv) the rights to print, publish and distribute any of the foregoing, (v) the right to sue or otherwise recover for any and all past, present and future infringements, impairments, and misappropriations of the foregoing, and (vi) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) any and all Proceeds of the forgoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Second Lien Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Second Lien Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Second Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement and the Intercreditor Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement and the Intercreditor Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict or inconsistent with the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement or the Intercreditor Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement, the Second Lien Credit Agreement or the Intercreditor Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

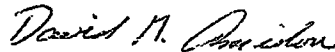
OXFORD PUBLISHING, INC.

By: 

Name: Thomas Caridi
Title: Treasurer

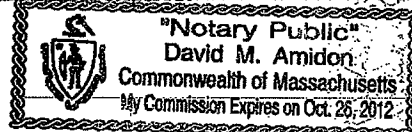
STATE OF Mass.)
COUNTY OF Middlesex) ss.:

On this 6th day of Sept., 2007, before me personally appeared Thomas Caridi, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.



Notary Public



My commission expires:






**Schedule I
to the Second Lien
Intellectual Property
Security Agreement**

Trademarks

GRANTOR	MARK	SERIAL NO. FILE DATE	REG. NO. REG. DATE	GOODS/SERVICES
Oxford Publishing, Inc.	BEVERAGE & FOOD (and Design) beverage&food	76/438,610 08-07-2002	2,928,102 02-22- 2005	Magazines in the field of food and beverage
Oxford Publishing, Inc.	BEVERAGE RETAILER	76/438,609 08-07-2002	2,760,488 09-02- 2003	Magazines in the field of food and beverage
Oxford Publishing, Inc.	Miscellaneous Design &	76/978,061 08-07-2002	3,101,408 06-06- 2006	Arranging and conducting tradeshow and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	Miscellaneous Design &	76/522,295 06-12-2003	2,946,545 05-03- 2005	Magazines in the field of food and beverage; Arranging and conducting tradeshow and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	Miscellaneous Design &	76/438,613 08-07-2002	3,101,099 06-06- 2006	Magazines in the field of food and beverage
Oxford Publishing, Inc.	NIGHTCLUB & BAR (and Design) Nightclub&Bar	76/410,724 05-22-2002	2,796,824 12-23- 2003	Magazines in the field of food and beverage; Arranging and conducting tradeshow and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	SALUD! Y BUEN PROVECHO (and Design)	78/268,201 06-27-2003	2,934,161 03-15- 2005	Magazines in the field of food and beverage

GRANTOR	MARK	SERIAL NO. FILE DATE	REG. NO. REG. DATE	GOODS/SERVICES
				
Oxford Publishing, Inc.	THE SHOW (and Design) 	76/526,800 07-02-2003	3,022,406 12-06-2006	Arranging and conducting tradeshow and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others

Pending U.S. Trademark Applications

GRANTOR	MARK	SERIAL NO. FILE DATE	GOODS/SERVICES
Oxford Publishing, Inc.	HUB OF HOSPITALITY (and Design) 	78/480,757 09-09-2004	Arranging and conducting tradeshow and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	LAS VEGAS INTERNATIONAL RESTAURANT SHOW (and Design) 	77/164,502 04-24-2007	Arranging and conducting tradeshow and conventions for members of the restaurant industry; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	LAS VEGAS HOSPITALITY EXPO (and Design) 	77/164,542 04-24-2007	Arranging and conducting tradeshow and conventions for members of the hospitality industry; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others



**Schedule II
to the Second Lien
Intellectual Property
Security Agreement**

Patents

None.

**Schedule III
to the Second Lien
Intellectual Property
Security Agreement**

Copyrights

GRANTOR	TITLE	REGISTRATION No.	REGISTRATION DATE
Oxford Publishing, Inc.	Nightclub & Bar Stylized Ampersand I 	VA-1-210-970	06-03-2003
Oxford Publishing, Inc.	Stylized Ampersand No. 5 	VAu-592-870	06-03-2003