

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
VNU BUSINESS MEDIA INC.		09/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HANLEY-WOOD, LLC		
Street Address:	One Thomas Circle, N.W.		
Internal Address:	Suite 600		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1485757	ARCHITECTURAL LIGHTING	
Registration Number:	2647432	ARCHIT HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(312)569-3459		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 569 1459		
Email:	IPDOCKETCHICAGO@DBR.COM, nancy.martinez-curtin@dbr.com		
Correspondent Name:	Melissa S. Dillenbeck		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	357709		
NAME OF SUBMITTER:	Melissa S. Dillenbeck		

CH \$65.00 1485757

Signature:	/melissasdillenbeck-nmc/
Date:	10/16/2007
Total Attachments: 7 source=VNU-H-W--assgnment--Document#page1.tif source=VNU-H-W--assgnment--Document#page2.tif source=VNU-H-W--assgnment--Document#page3.tif source=VNU-H-W--assgnment--Document#page4.tif source=VNU-H-W--assgnment--Document#page5.tif source=VNU-H-W--assgnment--Document#page6.tif source=VNU-H-W--assgnment--Document#page7.tif	

EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Intellectual Property Assignment Agreement (this "Agreement"), dated as of September 29, 2006 (the "Effective Date"), between VNU BUSINESS MEDIA INC., a Delaware corporation ("Assignor") and HANLEY-WOOD, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to irrevocably transfer and assign to Assignee all of its rights, title and interest, on a worldwide basis, in, to and under the Business Intellectual Property (as defined in the Purchase Agreement); and

WHEREAS, Assignor wishes to hereby transfer and assign such rights, title and interest to Assignee.

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

AGREEMENT

1. DEFINITIONS

Capitalized terms used but not defined herein have the respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following terms have the following meanings:

1.1 "Copyrights" means all copyrights owned or used pursuant to a license by Assignor related to the Business, including in and to works of authorship and all other rights corresponding thereto throughout the world, whether published or unpublished, including rights to prepare, reproduce, perform, display and distribute copyrighted works and copies, compilations and derivative works thereof, including all renewals and extensions thereof.

1.2 "Domain Names" means, collectively, the domain names and Internet protocol addresses listed on Schedule 5.10 of the Purchase Agreement.

1.3 "Trademarks" means the trademarks, service marks, logos and trade names listed on Schedule 5.10 of the Purchase Agreement.

2. ASSIGNMENT

Assignor hereby irrevocably assigns, conveys, sells, grants and transfers to Assignee, its successors and assigns all rights, title and interest of every kind and character throughout the world in and to the Business Intellectual Property to the full extent of Assignor's respective ownership or interest therein, including the following:

2.1 Trademarks. All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Trademarks to the full extent of its ownership or interest therein, including all federal, state, foreign, statutory and common law and other rights therein;

all domestic and foreign trademark applications and registrations therefor (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith and symbolized by the Trademarks; all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

2.2 Copyrights. All of Assignor's rights, title and interest of every kind and character throughout the world in and to the Copyrights to the full extent of its ownership or interest therein, including all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign registrations therefor (and all renewals of such Copyrights, and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Copyrights.

2.3 Domain Names. All of Assignor's rights, title and interest of every kind and character throughout the world in and to each Domain Name to the full extent of its ownership or interest therein, including all federal, state, foreign, statutory and common law and other rights therein; all domestic and foreign applications and registrations therefore (and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith and symbolized by the Domain Names; all rights to causes of action and remedies related thereto; and any and all other rights and interests arising out of, in connection with or in relation to the Domain Names.

2.4 Further Assurances. Upon Assignee's request and at its expense, Assignor will promptly take such actions as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Business Intellectual Property, including the prompt execution, delivery and filing of confirmatory assignments with and for applicable registrars (including the United States Patent and Trademark Office and the United States Copyright Office).

2.5 Appointment. In the event that Assignee is unable, after reasonable notice to Assignor, for any reason whatsoever, to secure the signature of Assignor to any document needed to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Business Intellectual Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and on its behalf, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 2 with the same legal force and effect as if executed by Assignor.

3. GENERAL

3.1 **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received (a) when delivered personally or by telecopy, (b) one (1) Business Day following the day when deposited with a reputable, established overnight courier service for delivery to the intended addressee. or (c) three (3) Business Days following the day when deposited with the United States Postal Service as first class, registered or certified mail, postage prepaid and addressed as set forth below:

If to Assignor:

VNU Business Media Inc.
770 Broadway
New York, NY 10003
Attention: Thomas Kuczynski
Facsimile: (646) 654-5829

with a copy to:

VNU Inc.
770 Broadway
New York, NY 10003
Attention: Mark Miller
Facsimile: (646) 654-4982

If to Assignee:

Hanley-Wood, LLC
One Thomas Circle NW, Suite 600
Washington, DC 20005-5811
Attention: Michael Wood, Jr.
Facsimile: (202) 785-1974

and with a copy to:

O'Melveny & Myers LLP
7 Times Square
New York, NY 10036
Attention: Gregory A. Gilbert, Esq.
Facsimile: (212) 326-2061

or to such other address and with such other copies as any party hereto shall notify the other parties hereto (as provided above) from time to time.

3.2 **Entire Agreement.** This Agreement and the other Transaction Documents contain the entire agreement between the parties with respect to the Transactions and supersede all prior agreements, written or oral, including the letter agreement among the parties dated August 18, 2006, with respect thereto.

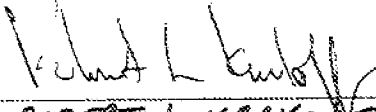
3.3 Assignment. Assignee shall be entitled to assign, transfer, or delegate, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement and any of its rights or obligations of this Agreement (notwithstanding anything in the Purchase Agreement or other Transaction Documents to the contrary).

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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Transfer Agreement to be executed on its behalf as of the date first above written.

ASSIGNOR:

VNU BUSINESS MEDIA INC.

By: 
Name: ROBERT L. KRAKOFF
Title: PRESIDENT & CEO

ASSIGNEE:

HANLEY-WOOD, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Transfer Agreement to be executed on its behalf as of the date first above written.

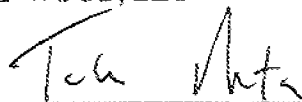
ASSIGNOR:

VNU BUSINESS MEDIA INC.

By: _____
Name: Robert L. Krakoff
Title: President and CEO

ASSIGNEE:

HANLEY-WOOD, LLC

By:  _____
Name: Frank Anton
Title: Chief Executive Officer

SCHEDULE 5.10

MARK

REG. NO.

ARCHITECTURAL LIGHTING
ARCHIT HOUSE

1485757
2647432