

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		07/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Commonwealth Business Media, Inc.		
Also Known As:	AKA CBM Holdings		
Street Address:	50 Millstone Road Suite 200		
Internal Address:	400 Windsor Corporate Park		
City:	East Windsor		
State/Country:	NEW JERSEY		
Postal Code:	08520		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1873834	THE FORWARDERS LIST	
CORRESPONDENCE DATA			
Fax Number:	(516)467-8532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-562-5705		
Email:	mheddell@ubm-us.com		
Correspondent Name:	Melissa Heddell		
Address Line 1:	600 Community Drive		
Address Line 4:	Manhasset, NEW YORK 11030		
NAME OF SUBMITTER:	Melissa Heddell		
Signature:	/melissaheddell/		
Date:	10/18/2007		

CH \$40.00 1873834

Total Attachments: 7

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July 18, 2006

Commonwealth Business Media, Inc.
400 Windsor Corporate Park
50 Millstone Road - Suite 200
East Windsor, New Jersey 08520
Attention: Alan Glass, President and CEO

Re: **Payoff Letter**

Ladies and Gentlemen:

Reference is made to (i) the Credit Agreement, dated as of December 31, 2003 (as amended from time to time, the "Credit Agreement"), among Commonwealth Business Media, Inc., a Delaware corporation ("Borrower"); the other Credit Parties signatory thereto; General Electric Capital Corporation, a Delaware corporation (in its individual capacity, "GE Capital"), for itself, as a Lender, and as Agent for Lenders; Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services, Inc. ("MLC") for itself, as a Lender and as Syndication Agent and the other Lenders signatory hereto from time to time, and (ii) the other Loan Documents (as defined in the Credit Agreement) and all guaranties, security agreements, mortgages, subordination agreements, intercreditor agreements, pledge agreements, blocked account agreements, notes and other documents and instruments relating thereto (together with the Credit Agreement, collectively, the "Credit Documents"). Agent understands that on the Payoff Effective Time (as hereinafter defined), the Borrower will repay in full all obligations and liabilities of the Borrower to Lenders and Agent under or in respect of the Credit Agreement. All undefined capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

Upon Agent's receipt today of (i) a federal funds wire transfer in the amount of \$23,484,447.94 (collectively, with any per diem amount paid under this clause (i), the "Payoff Amount"), which amount represents the Obligations outstanding under the Credit Documents through July 19, 2006 (the calculation of which is set forth in the attached Exhibit "A"), such amount to be increased by \$6,324.98 for each day occurring after July 19, 2006 through (and including) the date on which on or before 2:00 p.m. (New York time) the entire Payoff Amount is received by Agent in accordance with this letter agreement ("Agreement"), and (ii) a fully executed counterpart of this Agreement signed by the Borrower and each other Credit Party (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), Agent agrees to deliver to the Borrower the original stock certificates and other instruments in Agent's possession and UCC-3 termination statements, mortgage satisfactions, releases of liens, discharges, terminations and other release documentation executed by it releasing Agent's liens and security interests (which are held for the benefit of the Lenders) in all of the assets and property of the Borrower and the Credit Parties (the "Property"). Agent (on behalf of itself and the Lenders) hereby consents to the filing by the Borrower after the Payoff Effective Time of any and all amendments to and/or terminations of

UCC financing statements, in form and substance satisfactory to the Agent, relating to the
of any security interest and/or liens of the Agent in the Property.

Upon the Payoff Effective Time, the Agent (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, principal, interest and fees) and other obligations of the Borrower or the Credit Parties under the Credit Documents shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens granted to or held by Agent for the benefit of the Lenders in any Property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) the Credit Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Further, Agent agrees to take all reasonable additional steps requested by the Borrower as may be necessary to release its security interests in the Property. The Borrower agrees to pay Agent for all out-of-pocket costs and expenses incurred by Agent in connection with the matters referred to in the previous sentence, and acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest or claim in any property of the Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent as to Agent's rights in any collateral security for amounts owing under the Credit Documents, the condition or value of any Collateral, or any other matter. The Borrower hereby confirms that the commitments of Lenders and Agent to make Loans or incur Letter of Credit Obligations under the Credit Documents are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, none of Lenders or Agent shall have any further obligation to make Loans to, or incur Letter of Credit Obligations on behalf of, the Borrower or to renew, extend or amend any existing Letter of Credit Obligations. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the provisions of the Credit Documents that specifically survive termination of the Credit Documents shall continue in full force and effect in accordance with their terms.

The Payoff Amount referred to above, should be sent by federal funds wire transfer to:

Deutsche Bank Trust Company Americas
New York, New York
Account No. 50-232-854
ABA No. 021-001-033
Account Name: GECC/CAF
Reference: CFN 5397, Commonwealth Business Media

Payments received after 2:00 p.m. (New York time) shall be deemed received on the following Business Day.

In addition, the Borrower and the other Credit Parties agree that, upon the Payoff Effective Time, such Credit Parties release the Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the such

Credit Parties ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Credit Documents.

This Agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this Agreement without the prior written consent of the other parties. This Agreement may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this Agreement.

[signature pages follow]

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If you need additional information, please do not hesitate to contact us.

Very truly yours,

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent and Lender

By: 

Name: ELLEN D. WEAVER

Its: Duly Authorized Signatory

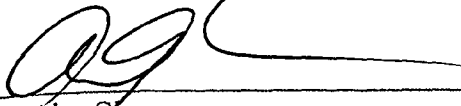
TRADEMARK

REEL: 003642 FRAME: 0109

ACCEPTED and AGREED:


BORROWER:

COMMONWEALTH BUSINESS MEDIA, INC.


By: 
Alan Glass
President

CREDIT PARTIES:


CBM HOLDINGS, INC.

By: 
Alan Glass
President


INTERMODAL PUBLISHING COMPANY, LTD.

By: 
Alan Glass
President


R.E.R. PUBLISHING CORPORATION

By: 
Alan Glass
President

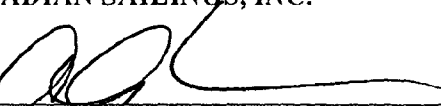
CBM CANADA HOLDINGS, INC.

By: 
Alan Glass
President


CBM JOC, INC.

By: 
Alan Glass
President

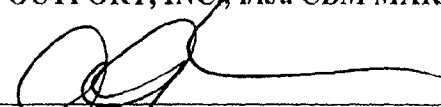
CANADIAN SAILINGS, INC.

By: 
Alan Glass
President


SAILINGS ACQUISITION ULC

By: 
Alan Glass
President

JOC OUTPORT, INC, f/k/a CBM MARQUIS, INC.

By: 
Alan Glass
President

CBM TRADE, INC.

By: 
Alan Glass
President

CBM TRADE HONG KONG LIMITED


By: 
Alan Glass
President

Exhibit A

(Calculation of Payoff Amount)

If received by 2:00 p.m. (New York time) on July 19, 2006:

Principal:	\$	23,359,204.77
Interest:	\$	100,738.83
Accrued Unused Fees	\$	2,370.49
Admin Fees and Expenses	\$	19,133.85
Legal Expenses	\$	3,000.00

Total** \$23,484,447.94

** Per diem interest and fees of \$6,324.98

Payments received after 2:00 p.m. (New York time) shall be deemed received on the following Business Day and should thus include the additional per diem amount outlined above.