

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
ABRY Mezzanine Partners, L.P.		07/19/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Commonwealth Business Media, Inc.		
Also Known As:	AKA CBM Holdings, Inc.,		
Street Address:	50 Milestone 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:	Meliss 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: 13

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July 19, 2006

Commonwealth Business Media, Inc.
100 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 Note and Securities Purchase Agreement, dated as of December 31, 2003 (as amended from time to time, the "Note Agreement"), among ABR Y Mezzanine Partners, L.P., a Delaware limited partnership ("ABRY"), CBM Holdings, Inc., a Delaware corporation ("Holdings"), Commonwealth Business Media, Inc., a Delaware corporation ("Borrower"), and the Guarantors (as defined therein); and (ii) the other Loan Documents (as defined in the Note Agreement)(together with the Note Agreement, collectively, the "Note Documents"). ABR Y understands that at the Payoff Effective Time (as hereinafter defined), the Borrower will repay in full all obligations and liabilities of the Borrower to ABR Y under or in respect of the Notes. All undefined capitalized terms used herein shall have the meanings set forth in the Note Agreement.

The "Payoff Effective Time" shall occur upon ABR Y's receipt of both (i) a federal funds wire transfer in the amount of \$14,608,913.75 (collectively, with any per diem amount paid under this clause (i), the "Payoff Amount"), which amount represents the Obligations outstanding under the Note Documents through July 19, 2006 with respect to the Notes (the calculation of which is set forth in the attached Exhibit "A"), such amount to be increased by \$4,771.06 for each day occurring after July 17, 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 ABR Y in accordance with this letter agreement (this "Agreement"), and (ii) a fully executed counterpart of this Agreement signed by the Borrower and each other Credit Party.

Upon the Payoff Effective Time, ABR Y (on behalf of itself and the Lenders) agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees) and other obligations of the Borrower or the Credit Parties in respect of the Notes under or relating to the Note 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 ABR Y in any property as security for such indebtedness shall be forever and irrevocably satisfied, released and discharged, and (iii) in respect of the Notes, the Note Documents shall terminate and be of no further force or effect other than those provisions therein that specifically survive termination. Notwithstanding anything to the contrary contained herein or in any of such releases or other documents, the obligations and liabilities of the Borrower and the other Credit Parties to ABR Y under or in respect of the Preferred Stock issued pursuant to the Note

TRADEMARK

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Agreement, and the provisions of the Note Documents that specifically survive termination of the Note 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:

Citibank N.A.
153 East 53rd Street
New York, NY 10043
ABA # 021000089
Beneficiary Bank (BBK) A/C # 09250276
Brown Brothers Harriman & Co. NY
140 Broadway
New York, NY 10005
Beneficiary Account (BNF) A/C # 614-896-9
Brown Brothers Harriman & Co. as Escrow Agent for ABRY Mezzanine
Partners, L.P.

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 ABRY 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 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 Note 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]

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

Very truly yours,

ABRY MEZZANINE PARTNERS, L.P.
By ABRY Mezzanine Investors, L.P.
its General Partner
By ABRY Mezzanine Holdings, LLC
its General Partner

By: *Peni Garber*
Name: *Peni Garber*
Its: Duly Authorized Signatory

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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

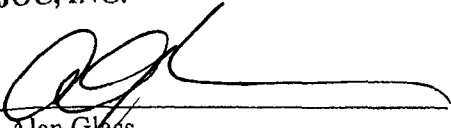
By: 
Alan Glass
President

CBM CANADA HOLDINGS, INC.

By: 
Alan Glass
President

CBM JOC, INC.

By: _____


Alan Glass
President

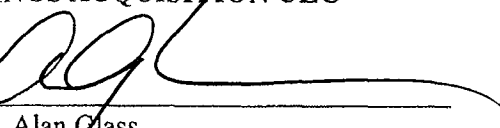
CANADIAN SAILINGS, INC.

By: _____


Alan Glass
President

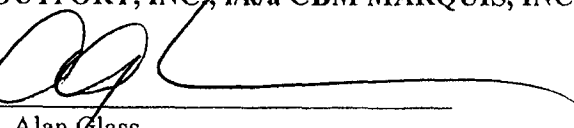
SAILINGS ACQUISITION ULC

By: _____


Alan Glass
President

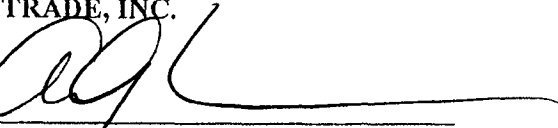
JOC OUTPORT, INC, f/k/a CBM MARQUIS, INC.

By: _____


Alan Glass
President

CBM TRADE, INC.

By: _____


Alan Glass
President

CBM TRADE HONG KONG LIMITED

By: _____

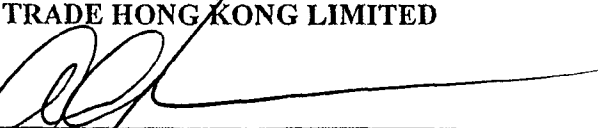

Alan Glass
President

Exhibit A

(Calculation of Payoff Amount)

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

Principal:	\$10,000,000.00
Interest:	\$ 3,520,950.61
Prepayment Premium	\$ 1,081,676.04
Legal Expenses	\$ 6,287.101

Total** \$14,608,913.75

** Per diem interest of \$4,417.65 and per diem prepayment premium of \$353.41 (total per diem of \$4,771.06)

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.

All but \$500 is for an old unpaid invoice.

THIS NOTE IS SUBJECT TO, AND SUBORDINATED PURSUANT TO, THE SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 31, 2003 BY AND AMONG THE COMPANY, HOLDINGS, THE INVESTOR (EACH DEFINED BELOW) AND GENERAL ELECTRIC CAPITAL CORPORATION. THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON DECEMBER 31, 2003, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN COUNTRY. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT, ANY APPLICABLE STATE SECURITIES LAWS AND ANY APPLICABLE FOREIGN SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE SECURITIES LAWS. THIS NOTE WAS ISSUED WITH "ORIGINAL ISSUE DISCOUNT" AS DEFINED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. HOLDERS SHOULD CONTACT THE ISSUER FOR INFORMATION REGARDING THE ISSUE PRICE, AMOUNT OF THE ORIGINAL ISSUE DISCOUNT, ISSUE DATE AND YIELD TO MATURITY OF THE SECURITIES. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

12% SENIOR SUBORDINATED NOTE DUE 2010

\$10,000,000

Dated: December 31, 2003

No. R-1

Maturity Date: June 30, 2010

FOR VALUE RECEIVED, COMMONWEALTH BUSINESS MEDIA, INC., a Delaware corporation (the "Company"), hereby promises, upon the terms and subject to the provisions hereof, to pay to ABRY MEZZANINE PARTNERS, L.P., a Delaware limited partnership (the "Investor"), or its registered assigns, the principal amount of Ten Million Dollars (\$10,000,000) together with interest thereon calculated from the date hereof in accordance with the provisions of this Senior Subordinated Note (this "Note"). The Company will maintain a register in which it will record the initial ownership of this Note and any changes in ownership of this Note which occur as permitted by and in compliance with Section 3(d) hereof. The holder of this Note as indicated at any time in such register shall be referred to herein as the "Noteholder" of this Note.

This Note was issued pursuant to a Note and Securities Purchase Agreement, dated as of December 31, 2003 (as amended, restated or modified from time to time, the "Purchase Agreement"), among the Investor, CBM Holdings, Inc., a Delaware corporation ("Holdings"), the Company and the guarantors signatory thereto. Capitalized terms used in this Note but not

otherwise defined herein have the meaning set forth in the Purchase Agreement. This Note is one of the "Notes" referred to in the Purchase Agreement. The Noteholder is entitled to the benefits of the provisions contained in the Purchase Agreement (including, but not limited to, the guarantees of this Note by each of the Guarantors) and may enforce the agreements of the Credit Parties contained therein and exercise the remedies provided for thereby or otherwise available in respect thereof, subject to Section 4 of this Note.

Section 1. Interest. The Notes will bear interest on the unpaid principal amount thereof, from the Closing Date until and including the date fully paid, at a rate equal to 12.00% *per annum* accrued daily, compounded quarterly beginning on March 31, 2004 and each June 30, September 30, December 31 and March 31 thereafter until maturity and payable at maturity. As of any date, the Notes will have an accreted value (the "Accreted Value") of the principal amount plus the accrued interest thereon as of such date.

Section 2. Payment of Principal.

(a) Scheduled Repayment. The Company shall be required to pay on the Maturity Date the Accreted Value of this Note. In addition, the Note shall become due and payable in accordance with Section 5 hereof.

(b) Optional Prepayments. The Company may not prepay any amount owed under this Note on or prior to December 31, 2005, except if a Change of Control occurs, in which case the Company may prepay this Note and redeem the Preferred Stock or the Conversion Shares by paying the entirety of the greater of: (x) the entirety of the Accreted Value as of such date of prepayment plus the Market Price of the Preferred Stock or (y) 1.7 times the Accreted Value of these Notes and, in either case, not a portion thereof. The Company may, at any time after December 31, 2005, prepay the entirety of the Accreted Value, and not a portion thereof, so long as the Credit Parties at such time also pay a prepayment premium equal to (i) if such payment occurs after December 31, 2005 and on or prior to December 31, 2006, 8.00% of the Accreted Value as of such date of prepayment, (ii) if such payment occurs after December 31, 2006 and on or prior to December 31, 2007, 4.00% of the Accreted Value as of such date of prepayment, (iii) if such payment occurs after December 31, 2007 and on or prior to December 31, 2008, 2.00% of the Accreted Value as of such date of prepayment and (iv) if such prepayment occurs at any time after December 31, 2008, no prepayment premium shall apply. The Company will give the Noteholder not less than five (5) Business Days prior written notice (which notice may be conditional upon the consummation or closing of a specified financing or capital generating event or transaction) of any prepayment pursuant to this Section 2(b), and the Accreted Value of the Notes as of the prepayment date specified in such notice, together with the applicable prepayment premium, if any, thereon, will become due and payable on the prepayment date specified in such notice, subject to satisfaction of the condition specified in such notice. Amounts represented by the unpaid principal amount of any Note which is prepaid pursuant to this Section 2(b) may not be reborrowed.

Section 3. Method of Payment.

(a) Manner; Time of Payments. All payments by the Company of principal, interest, or any other amount in respect of the Notes will be made in same day funds delivered to the Noteholders at such place within the United States of America as is indicated in Section 8 below (or as the Noteholder may notify the Company from time to time) not later than 12:00 noon (New York time) on the date due; funds received by the Noteholder after that time will be deemed to have been paid by the Company on the next succeeding Business Day.

(b) Payments on Non-Business Days. If any payment to be made in respect of any Note is stated to be due on a day which is not a Business Day, then such payment will be due on the next succeeding Business Day and such extension of time will be included in the computation of any amount of interest payable as part of such payment.

(c) Pro Rata Payment. If more than one Note is outstanding, then all payments and prepayments in respect of the Notes, whether of principal, interest, or otherwise, will be made to the Noteholders, to the extent practicable, on a *pro rata* basis, with (i) interest payments prorated on the basis of the amount of accrued unpaid interest on each Note, and (ii) principal and other payments prorated on the basis of the unpaid principal amount of each Note prior to giving effect to such payments. If any Noteholder obtains any payment (whether voluntary, involuntary, by application of offset or otherwise) in respect of any Note in excess of such Noteholder's *pro rata* share of payments obtained by all Noteholders, then such Noteholder will purchase from the other Noteholders a participation in the Notes held by such other Noteholders as is necessary to cause such other Noteholders to share the excess payment ratably among each of them as provided in this Section 3(c).

(d) Transfer and Exchange. Upon surrender of this Note for registration of transfer or for exchange to the Company at its principal office, the Company, at its expense, will execute and deliver in exchange therefor a new Note or Notes, as the case may be, as requested by the Noteholder, which aggregate the unpaid principal amount of such Note, registered as the Noteholder may request, dated so that there will be no loss of interest on such surrendered Note and otherwise of like tenor. The Noteholder may transfer or assign all or any part of this Note in accordance with the terms of the Purchase Agreement and by completing and surrendering to the Company the assignment form attached hereto as Exhibit A. The issuance of new Notes shall be made without charge to the Noteholder of the surrendered Note for any issuance tax in respect thereof or other cost incurred by the Company in connection with such issuance.

(e) Replacement. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Note and, in the case of any such loss, theft or destruction of any Note, upon delivery of an indemnity agreement (which shall be unsecured for the Investor and its Affiliates and all institutional Noteholders) in such reasonable amount as the Company may determine or, in the case of any such mutilation, upon the surrender of such Note for cancellation to the Company at its principal office, the Company, at its expense, will execute and deliver, in lieu thereof, a new Note of the same class and of like tenor, dated so that there will be no loss of interest on such lost, stolen, destroyed or mutilated Note. Any Note in lieu of which any such new Note has been so executed and delivered by the Company shall not be deemed to be an outstanding Note for any purpose of the Purchase Agreement.

Section 4. Subordination. The Notes are subordinated to the Senior Debt pursuant to the terms of the Subordination Agreement.

Section 5. Defaults/Remedies. In case an Event of Default shall occur and be continuing, the unpaid balance of the principal and interest accrued on this Note may become, or be declared and become, due and payable in the manner and with the effect provided in the Purchase Agreement. In case of any Event of Default occurring by reason of any willful action (or inaction) taken (or not taken) by or on behalf of the Company with the intention of avoiding payment of the prepayment premium set forth in Section 2(b) above that the Company would have had to pay if the Company then had elected to repay or redeem the Notes pursuant to Section 2(b) above, an equivalent prepayment premium shall also become immediately due and payable to the extent permitted by law upon acceleration of the Notes.

Section 6. Amendment and Waiver. The provisions of this Note may be modified, amended or waived, and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only in the manner set forth in the Purchase Agreement.

Section 7. Cancellation. After all principal, premiums (if any), and accrued interest at any time owed on this Note have been paid in full, this Note will be surrendered to the Company for cancellation and will not be reissued.

Section 8. Place of Payment and Notices. Payments of principal and interest, and notices relating thereto are to be delivered to the Noteholder at the following address:

ABRY Partners, LLC
111 Huntington Avenue
Boston, MA 02199
Telecopy No.: (617) 859-7205
Attention: Ms. Peni Garber

with a copy of any such notice to (which shall not constitute notice to the Noteholder):

Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, NY 10022-4675
Telecopy No.: (212) 446-4900
Attention: Joshua N. Korff, Esq.

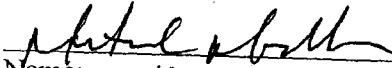
or at such other address as such Noteholder has specified by prior written notice to the Company. A copy of all notices relating to payments of principal and interest hereunder and all other notices are to be delivered as provided in Section 11.5 of the Purchase Agreement.

Section 9. Governing Law. This Note shall be governed by and construed in accordance with the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

* * * * *

IN WITNESS WHEREOF, the Company executed and delivered this Note on the date first written above.

COMMONWEALTH BUSINESS MEDIA, INC.

By: 
Name: *Martin Madden*
Title: *Secretary*

Attest: 
Name:

EXHIBIT A

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

_____ agent to transfer this

Note on the books of the Company. The agent may substitute another to act for such agent.

Date: _____ Your
Signature: _____

(Sign exactly as your name appears on the front of this
Note)

Signature Guarantee: