

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
CITIZENS BANK OF MASSACHUSETTS		12/30/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	COMMONWEALTH BUSINESS MEDIA, INC.
Street Address:	50 Millstone Road
Internal Address:	Suite 200, 400 Windsor Corporate Park
City:	East Windsor
State/Country:	NEW JERSEY
Postal Code:	08520
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1636879	THE POCKET LIST OF RAILROAD OFFICIALS
Registration Number:	0816131	MUSICAL AMERICA
Registration Number:	1057578	THE OFFICIAL INTERMODAL EQUIPMENT REGISTER
Registration Number:	0838975	AMERICAN MOTOR CARRIER DIRECTORY
Registration Number:	1518220	BOXDATA
Registration Number:	0054856	THE POCKET LIST OF RAILROAD OFFICIALS.
Registration Number:	0225187	THE OFFICIAL RAILWAY EQUIPMENT REGISTER
Registration Number:	1495083	MCD
Registration Number:	1037125	CARDATA

CORRESPONDENCE DATA

Fax Number: (516)467-8532

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

900092604

**TRADEMARK
 REEL: 003666 FRAME: 0329**

CH \$240.00 1636879

Phone: 516-562-5705
Email: mheddell@ubm-us.com
Correspondent Name: Melissa Heddell
Address Line 1: 600 Community Drive
Address Line 2: 4th Floor
Address Line 4: Manhasset, NEW YORK 11030

NAME OF SUBMITTER:	Melissa Heddell
Signature:	/melissaheddell/
Date:	11/24/2007

Total Attachments: 6
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PAYOFF LETTER

December 30, 2003

Commonwealth Business Media, Inc. ("Borrower")
400 Windsor Corporate Center
50 Millstone Road
Suite 200
East Windsor, NJ 08520
Attention: Chief Financial Officer

Re: Credit Agreement dated November 16, 2001 by and among Borrower, the guarantors signatory thereto (the "Guarantors" and, collectively, with the Borrower, the "Credit Parties"), the lenders from time to time party thereto ("Lenders") and Fleet National Bank, as administrative agent (the "Administrative Agent") for the Lenders (as amended, the "Existing Credit Agreement")

Ladies and Gentlemen:

You have advised us that you will be entering into a new credit agreement (the "New Credit Agreement") with various lenders and General Electric Capital Corporation, as agent for such lenders (the "New Agent"), and that in connection therewith, on December 30, 2003 (the "Payoff Date"), you intend to repay in full all loans and other indebtedness owing by you to all Lenders under the Existing Credit Agreement. All terms used in this letter which are not defined herein shall have the meanings specified in the Existing Credit Agreement.

Please be advised that the following amounts are the amounts necessary to pay in full the outstanding principal balance of the Loans and all accrued interest, fees and expenses owing to the Administrative Agent and the Lenders under the Existing Credit Agreement on the Payoff Date (collectively, the "Payoff Amount"), assuming (a) no change in the interest rate applicable to borrowings under the Credit Agreement on or after the date of this letter, (b) no additional borrowings under the Credit Agreement, (c) no additional expenses incurred by the Administrative Agent or any Lender in connection with the Credit Agreement on or after the date of this letter and (d) the full remittance to, and receipt by, the Administrative Agent, in the manner prescribed below, of the Payoff Amount prior to 5:00 p.m. (Boston, MA time) on the Payoff Date.

Outstanding Principal of Loans:	\$32,447,500.00
Accrued and unpaid interest:	\$316,117.68
Accrued and unpaid fees:	\$186.99
Other expenses:	\$10,485.71
Payoff Amount:	\$32,774,290.38

The Payoff Amount is to be remitted to the Administrative Agent by wire transfer of immediately available funds as follows:

Fleet National Bank
Boston, MA
ABA No.: 011000138
Account No.: 151035166156
Attention: Commercial Loan Services
Reference: Commonwealth Business Media Payoff

If the Payoff Amount is not received by the Administrative Agent prior to 5:00 p.m. (Boston, MA time) on the Payoff Date, additional interest shall accrue on the Loans in the amount of \$6111.69 per diem (assuming no change in any applicable interest rate) and additional commitment fees shall accrue in the amount of \$2.05 per diem (collectively, "Additional Interest and Fees") until further notice from the Administrative Agent. In the event that any interest rate changes, additional borrowings are made under the Credit Agreement or additional expenses are incurred by the Administrative Agent or any Lender under the Credit Agreement, the Administrative Agent agrees to promptly deliver to the New Agent a substitute pay-off letter, the same in form and substance as this letter, but reflecting the adjusted pay-off amount.

Upon receipt by the Administrative Agent of payment in full in immediately available funds of the Payoff Amount and the Additional Interest and Fees, if any, (a) all indebtedness, liabilities and obligations owed by the Credit Parties to the Lenders under the Credit Agreement and under all documents, instruments and agreements executed in connection therewith other than any Hedging Agreement between any Credit Party and any Lender (such documents, instruments and agreements being collectively referred to herein as the "Documents" and the indebtedness, liabilities and obligations of the Credit Parties thereunder being referred to herein as the "Existing Debt") shall be paid and satisfied in full, all commitments to lend Existing Debt shall terminate and the Borrower and the other Credit Parties will not be indebted to the Administrative Agent or the Lenders for any reason under the Documents, (b) all security interests and liens granted to the Administrative Agent or the Lenders under the Documents on all real and personal property of the Borrower and the other Credit Parties as security for the Existing Debt or as security for the obligations of the Credit Parties in respect of any Hedging Agreement entered into with any Lender in connection with the Existing Debt shall terminate automatically without any further action, (c) each Guarantor shall be released from all guaranties of the Existing Debt, (d) the Administrative Agent and the Lenders will execute all releases, terminations, cancellations, satisfactions and other documents as the Borrower or the New Agent may reasonably request and as may be reasonably necessary or appropriate to terminate all instruments of record in favor of the Administrative Agent or the Lenders with respect to all liens in the real and personal property of the Borrower and the other Credit Parties securing the Existing Debt and the guaranties thereof and deliver the same King & Spalding LLP, counsel to the New Agent, or as the New Agent or King & Spalding LLP may otherwise direct, (e) the Administrative Agent authorizes the New Agent and the Borrower to file any initial financing statements in lieu of continuation statements and termination statements without the signature of the Administrative Agent for all Uniform Commercial Code financing statements covering any assets of the Borrower or any Guarantor securing the Existing Debt and guaranties thereof, provided that, in the case of this clause (e), the Administrative Agent shall have approved the form of such initial financing statements and termination statements prior to the filing thereof and (f) Citizens Bank of Massachusetts ("Citizens") authorizes the New Agent and the Borrower to file any initial financing

statements in lieu of continuation statements and termination statements without the signature of Citizens for all Uniform Commercial Code financing statements covering any assets of the Borrower or any Guarantor which were filed in connection with the Credit Agreement dated as of October 18, 2000 among the Borrower, the guarantors party thereto, the lenders party thereto and Citizens Bank of Massachusetts, as administrative agent thereunder. Thereafter the Administrative Agent shall execute and deliver to you or the New Agent, at your request and expense, such other documents, instruments and releases as the Borrower or the New Agent may reasonably request in order to evidence or give public notice of such lien terminations, releases, cancellations and satisfactions. All releases, terminations and other documents delivered or authorized by the Administrative Agent or any Lender pursuant to this letter shall be delivered without any representation, recourse or warranty whatsoever and at the sole cost and expense of the Borrower.

Notwithstanding anything herein to the contrary, if the Payoff Amount and the Additional Interest and Fees, if any, are not paid in full in immediately available funds by January 15, 2004, this letter shall expire and will no longer be effective.

Notwithstanding the release of the Administrative Agent's security interest and anything herein to the contrary, the Credit Parties will remain liable to the Administrative Agent and the Lenders for any expenses incurred in connection with the release of security interests contemplated hereby, for the continuing indemnification obligations of the Credit Parties provided for in the Credit Agreement and the other Documents, for all amounts payable by the Credit Parties under any Hedging Agreements with any Lender which remain in effect after payment in full of the Payoff Amount and in respect of checking, deposit and other accounts which the Credit Parties continue to maintain with the Administrative Agent or any Lender, including rights to monies to become due under checks or similar instruments for which Administrative Agent or any Lender may in the future give credit to the Credit Parties.

This letter shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. This letter may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one in the same letter. The undersigned acknowledges that the Borrower, the New Agent and their respective successors and assigns may rely on this letter in connection with the financing to be provided by the New Agent and certain other banks and financial institutions to the Borrower.

[SIGNATURE PAGES FOLLOW]

Very truly yours,

FLEET NATIONAL BANK, as Administrative Agent

By: Stephen J. Healey
Name: _____
Title: _____

Acknowledged and agreed to:

COMMONWEALTH BUSINESS MEDIA, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Payoff Letter]

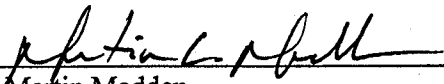
Very truly yours,

FLEET NATIONAL BANK, as Administrative Agent

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

COMMONWEALTH BUSINESS MEDIA, INC.

By: 
Name: Martin Madden
Title: Secretary / Authorized Officer

[Signature Page to Payoff Letter]

Acknowledged and Agreed to:

CITIZENS BANK OF MASSACHUSETTS

By: *Joanne P. O'Keefe*
Name: Joanne P. O'Keefe
Title: Vice President

[Signature Page to Payoff Letter]