

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TIER PUBLISHING, LLC		10/24/2007	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMMONWEALTH BUSINESS MEDIA, INC.		
<b>Street Address:</b>	50 Millstone Road, Suite 200		
<b>Internal Address:</b>	400 Windsor Corporate Park		
<b>City:</b>	East Windsor		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08520		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1873834	THE FORWARDERS LIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(516)467-8532		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	516-562-5705		
<b>Email:</b>	mheddell@ubm-us.com		
<b>Correspondent Name:</b>	Melissa Heddell		
<b>Address Line 1:</b>	600 Community Drive		
<b>Address Line 2:</b>	4th Floor		
<b>Address Line 4:</b>	Manhasset, NEW YORK 11030		
<b>NAME OF SUBMITTER:</b>	Melissa Heddell		
<b>Signature:</b>	/melissaheddell/		
<b>Date:</b>	11/28/2007		

CH \$40.00 1873834

**Total Attachments: 8**

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## SECURED PROMISSORY NOTE

\$300,000

October 24, 2007

FOR VALUE RECEIVED, TIER PUBLISHING, LLC, a New Jersey limited liability company ("Company") agrees to pay to COMMONWEALTH BUSINESS MEDIA, a New Jersey corporation ("CBM"), the principal sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), together with interest from the date of this Secured Promissory Note (this "Note") on the unpaid principal balance at the rate specified below, until repaid in full, but in any event not to exceed the maximum rate allowable by law.

### 1. Payments.

(a) Principal Payments. The principal owing hereunder shall be paid as follows: (i) Fifteen Thousand and No/100 Dollars (\$15,000) payable on the forty-fifth (45<sup>th</sup>) calendar day after the date hereof, and thereafter (ii) 95 installment payments of \$3,000 each month, commencing on January 1, 2008 ("Monthly Payment Date") and continuing through and including December 1, 2015, on the last of which Monthly Payment Dates, the remaining principal balance, if any, of this Note shall be due and payable. In addition to such principal payments, the Company hereby promises to pay interest on the unpaid balance hereof in accordance with Section 1(b) hereof, at the same time that the principal balance is due for the period then ending on December 1, 2015.

(b) Interest Payments. Interest hereon shall accrue at six and a half percent (6.5%) per annum until the outstanding balance of this Note is paid in full and shall be paid at maturity. Any payments of principal or interest hereunder, or any other amounts payable hereunder, not paid within five (5) days from the date due shall bear interest at a rate of 1.5% per month (18% per annum), or the maximum rate permitted by law, whichever is less. Such interest on overdue amounts shall be payable on demand. All computations of interest shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest is payable.

Anything herein to the contrary notwithstanding, if during any period for which interest is computed hereunder, the amount of interest computed on the basis provided for in this Note, together with all fees, charges and other payments which are treated as interest under applicable law, as provided for herein or in any other document executed in connection herewith, would exceed the amount of such interest computed on the basis of the Highest Lawful Rate, Company shall not be obligated to pay, and CBM shall not be entitled to charge, collect, receive, reserve or take, interest in excess of the Highest Lawful Rate, and during any such period the interest payable hereunder shall be computed on the basis of the Highest Lawful Rate. As used herein, "Highest Lawful Rate" means the maximum non-usurious rate of interest, as in effect from time to time, which may be charged, contracted for, reserved, received or collected by CBM in connection with this Note under applicable law.

(c) Manner of Payment. Payment shall be made in lawful tender of the United States. All payments hereunder shall be made to CBM at its address set forth below (or to such other place as CBM shall designate in a written notice to Company), and, unless Company has obtained CBM's written consent to another form of payment, such payment shall be made by wire transfer of immediately available funds by no later than 5:00 p.m. (EST) on the due date of the payment, in accordance with the following payment instructions (or as otherwise instructed by CBM in writing):

JP Morgan Chase  
230 Park Avenue, New York, NY 10172  
Acct # 304906131  
ABA # 021000021  
Swift CHASUS33

*\*\*Company to include reference to "Forwarders List" on wire transfer information.\_\_\_\_*

Whenever any payment hereunder shall be stated to be due, or whenever any interest payment date or any other date specified hereunder would otherwise occur, on a day other than a Business Day (as defined below), then such payment shall be made, and such interest payment date or other date shall occur, on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest hereunder. As used herein, "Business Day" means a day (i) other than Saturday or Sunday, and (ii) on which commercial banks are open for business in New York, New York.

(d) Prepayment. Prepayment of principal, together with accrued interest, may be made at any time without penalty.

2. Representations and Warranties. Company represents and warrants to CBM that:

(a) Organization and Powers. Company is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, and has all requisite power and authority to own its assets and carry on its business and to execute, deliver and perform its obligations under this Note. Company is qualified to do business and is in good standing in each jurisdiction in which the failure so to qualify or be in good standing could reasonably be expected to have a material adverse effect on the business, operations or financial condition of the Company.

(b) Authorization; No Conflict. The execution, delivery and performance by Company of this Note have been duly authorized by all necessary corporate action of Company and do not and will not (i) contravene the terms of the articles or certificate of organization, or bylaws, of Company; or (ii) result in a breach of or constitute a default under any lease, instrument, contract or other agreement to which Company is a party or by which it or its properties may be bound or affected; or (iii) violate any provision of any law, rule, regulation, order, judgment, decree or the like binding on or affecting Company.

(c) Binding Obligations. This Note constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.

(d) Consents. No authorization, consent, approval, license, exemption of, or filing or registration with, any governmental authority or agency, or approval or consent of any other person or entity ("Person"), is required for the due execution, delivery or performance by Company of this Note.

3. Covenants. So long as any principal, interest or other amount due hereunder shall remain unpaid, Company agrees that:

(a) Financial Statements and Other Information. Company shall furnish to CBM (i) promptly after Company has knowledge or becomes aware thereof, notice of the occurrence of any Event of Default (as defined below); and (ii) such other information respecting the operations, properties, business or financial condition of Company as CBM may from time to time reasonably request and CBM agrees to keep such information confidential unless Company defaults in making payments hereunder.

(b) Preservation of Existence, Etc. Company shall maintain and preserve (i) its corporate existence, and (ii) its rights to transact business and all other material rights, franchises and privileges necessary or desirable in the normal course of its business and operations and the ownership of its properties.

(c) Restrictions on Fundamental Changes. Company shall not merge with or consolidate into, any Person, or sell, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets.

(d) Sales of Assets. Company shall not sell, lease, transfer, or otherwise dispose of, or part with control of (whether in one transaction or a series of transactions) any substantial portion of its assets (including any shares of stock in any subsidiary or other Person) outside the ordinary course of business (each a "Transfer"), or enter into or consummate any Transfer in contravention of this Note or that could reasonably be expected to have a material adverse effect upon the business, operations or financial condition of Company.

(e) Waivers; Consents. Company shall use best efforts to obtain any waiver or consent required from any third party to the extent necessary to permit the creation and perfection of a security interest in favor of CBM in any personal property of the Company constituting excluded Collateral under the terms of Section 5(d) below.

(f) Further Assurances and Additional Acts. Company shall execute, acknowledge, deliver, file, notarize and register all such further agreements, instruments, certificates, documents and assurances and perform such acts as CBM shall deem necessary or appropriate to effectuate the purposes of this Note, and promptly provide CBM with evidence of the foregoing satisfactory in form and substance to CBM.

4. Events of Default; Remedies. Any of the following events which shall occur shall constitute an "Event of Default":

(a) Note Payments. Company shall fail to pay when due any amount of principal hereof, or interest hereon or other amount payable hereunder, and such failure shall continue unremedied for five (5) Business Days after CBM gives Company written notice of such failure.

(b) Representations and Warranties. Any representation or warranty by Company under or in connection with this Note shall prove to have been incorrect in any material respect when made or deemed made.

(c) Failure by Company to Perform Covenants. Company shall fail to perform or observe any term, covenant or agreement contained in this Note on its part to be performed or observed and any such failure shall remain unremedied for a period of 20 days from the giving of written notice thereof by CBM to Company (unless CBM reasonably determines that such failure is not capable of remedy).

(d) Insolvency. (i) Company shall be dissolved, liquidated, wound up or cease its corporate existence; or (ii) Company (A) shall make a general assignment for the benefit of creditors, or shall generally fail to pay, or admit in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any, whether at stated maturity or otherwise; (B) shall voluntarily cease to conduct its business in the ordinary course; (C) shall commence any Insolvency Proceeding with respect to itself; or (D) shall take any action to effectuate or authorize any of the foregoing.

(e) Involuntary Proceedings. (i) Any involuntary Insolvency Proceeding is commenced or filed against Company, or any writ, judgment, warrant of attachment, execution or similar process, is issued or levied against a substantial part of Company's properties, and any such proceeding or petition shall not be dismissed, or such writ, judgment, warrant of attachment, execution or similar process shall not be released, vacated or fully bonded within 60 days after commencement, filing or levy; (ii) Company admits the material allegations of a petition against it in any Insolvency Proceeding, or an order for relief (or similar order under non-U.S. law) is ordered in any Insolvency Proceeding; or (iii) Company acquiesces in the appointment of a receiver, trustee, custodian, conservator, liquidator, mortgagee in possession (or agent therefor), or other similar Person for itself or a substantial portion of its property or business.

(f) Defaults Under Other Indebtedness. Company shall fail within five (5) Business Days after CBM gives Company written notice of such failure (i) to make any payment of any indebtedness (other than in respect of this Note) when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such indebtedness as of the date of such failure, or (ii) to perform or observe any term, covenant or condition on its part to be performed or observed under any agreement, note or instrument relating to any such indebtedness, and such failure shall continue after the applicable grace period, if any, specified in such agreement, note or instrument; or any such indebtedness shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof.

As used herein, "Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy"; and "Insolvency Proceeding" means (i) any case, action or proceeding before any court or other governmental agency or authority relating to bankruptcy, reorganization,

insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each case undertaken under U.S. federal, state or foreign law, including the Bankruptcy Code.

If any Event of Default shall occur and be continuing, CBM may by notice to Company, declare the entire unpaid principal amount of this Note, all interest accrued and unpaid hereon and all other amounts due hereunder to be forthwith due and payable, whereupon the principal hereof, all such accrued interest and all such other amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Company, provided that if an event described in paragraph (f) or (g) above shall occur, the result which would otherwise occur only upon giving of notice by CBM to Company as specified above shall occur automatically, without the giving of any such notice. In addition, CBM shall have all of the rights and remedies available to a secured creditor under the New York Uniform Commercial Code ("UCC") or otherwise available at law or in equity.

Company agrees to pay on demand all the losses, costs, and expenses (including, without limitation, attorneys' fees and disbursements) which CBM incurs in connection with enforcement or attempted enforcement of this Note, or the protection or preservation of CBM's rights under this Note, whether by judicial proceedings or otherwise. Such costs and expenses include, without limitation, those incurred in connection with any workout or refinancing, or any bankruptcy, insolvency, liquidation or similar proceedings.

No single or partial exercise of any power under this Note shall preclude any other or further exercise of such power or exercise of any other power. No delay or omission on the part of CBM in exercising any right under this Note shall operate as a waiver of such right or any other right hereunder.

5. Security. (a) Grant of Security Interest; Collateral. To secure the payment and performance of the Company's obligations under this Note, the Company hereby grants to CBM a security interest in all of the Company's right, title and interest in and to all of its personal property, whether now existing or hereafter acquired or arising and wherever located, including, without limitation, all of the following (such terms shall, as applicable have the meanings given to such terms under the UCC): accounts, accounts receivable, deposit accounts and securities accounts, documents, instruments, chattel paper, electronic chattel paper, goods, insurance proceeds, fixtures, equipment, inventory, letters of credit and letter of credit rights, contracts and contract rights, securities, investment property, money, commercial tort claims, patents, trademarks, copyrights, maskworks, trade secrets, software, and other intellectual property and applications thereof including but not limited to any of the assets related to the Forwarders List of Attorneys (together with all improvements thereto) and general intangibles), and the products and proceeds thereof and any supporting obligations of any of the foregoing (collectively, the "Collateral").

(b) Authorization; Further Assurances. The Company shall execute and deliver to CBM and the Company hereby authorizes CBM to file (with or without Company's signature), at any time and from time to time, all financing statements, assignments, continuation financing

statements, termination statements, account control agreements, and other documents and instruments, in form reasonably satisfactory to CBM, and take all other action, as CBM may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of CBM in the Collateral and to accomplish the purposes of this Note. Without limiting the generality of the foregoing, the Company ratifies and authorizes the filing by CBM of any financing statements filed prior to the date hereof. The Company will use its best efforts to provide CBM with control (as defined in the UCC) of Collateral consisting of deposit accounts, investment property, letter of credit rights and chattel paper (including electronic chattel paper) provided such control will not interfere with Company's access to accounts in the absence of an uncured Event of Default. The Company will join with CBM in notifying any third party who has possession of any Collateral of CBM's security interests therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of CBM.

(c) Continuing Security Interest. This Note shall create a continuing security interest in the Collateral which shall remain in effect until the indefeasible payment in full of the Company's obligations hereunder.

(d) Excluded Collateral. Notwithstanding the foregoing provisions of this Section 5, the grant, assignment and transfer of a security interest as provided herein shall not extend to, and the term "Collateral" shall not include: any contract, instrument, or chattel paper (or any related personal property) in which Company has any right, title or interest if and to the extent such contract, instrument, or chattel paper (or related personal property) includes a provision containing a restriction on assignment such that the creation of a security interest in favor of CBM in the right, title or interest of Company therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper (or related personal property) to enforce any remedy with respect thereto; provided that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper (or related personal property), or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, or any other applicable law (including the Bankruptcy Code) or principles of equity; provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Company shall be deemed to have granted a security interest in favor of CBM in, all its rights, title and interests in and to such contract, instrument or chattel paper (or related personal property) as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect CBM's unconditional continuing security interest in and to all rights, title and interests of Company in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper (or related personal property) and in any such monies and other proceeds of such contract, instrument or chattel paper (or related personal property).

6. Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by facsimile transmission) and mailed, sent or delivered to Tier Publishing, LLC, 100 Overlook Drive, Second floor, Princeton, New Jersey



08540, facsimile no. 609-375-2753; with a copy to Liviu Vogel, Esq., Salon Marrow Dyckman Newman & Broudy LLP, 292 Madison Avenue, 6<sup>th</sup> Floor, New York, NY 10017, facsimile no. 212-661-3339 (in the case of the Company) or Commonwealth Business Media, 400 Windsor Corporate Park, 50 Millstone Road, Suite 200 East Windsor, NJ 08520 Attn: Legal Department, Facsimile no. 609-371-7712 (in the case of CBM), or at or to such other address or facsimile number as shall be designated by any party in a written notice to the other party hereto. All such notices and communications shall be effective (i) if delivered by hand, when delivered; (ii) if sent by courier service, when delivered; (iii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; and (iv) if sent by facsimile transmission, when sent.

7. Assignment. This Note shall be binding on Company and its successors and assigns, and shall be binding upon and inure to the benefit of CBM, any future holder of this Note and their respective successors and assigns. Company may not assign or transfer this Note or any of its obligations hereunder without CBM's prior written consent.

8. Governing Law; Jurisdiction and Venue. This Note shall be governed by and construed in accordance with the laws of the State of New York. Company hereby (i) submits to the non-exclusive jurisdiction of the courts of the State of New York and the Federal courts of the United States sitting in the State of New York for the purpose of any action or proceeding arising out of or relating to this Note, (ii) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of New York, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

*[Remainder of page intentionally left blank.]*

This Note is entered into as of the date first set forth above.

TIER PUBLISHING, LLC

By: 

Name: Gary Tier

Title: Manager