

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The National Underwriter Company		07/15/2008	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Bank of Montreal, Chicago Branch
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2695513	ADVISORS DATA SOURCE
Registration Number:	2943204	AGENT FINDER
Registration Number:	2875810	BENEFITS SELLING
Registration Number:	3042958	BOOMER MARKET ADVISOR
Registration Number:	3137377	DIVERSITY MARKETING
Registration Number:	2794092	SENIOR MARKET EXPO
Registration Number:	2833401	VARIABLE PRODUCT SPECIALIST
Registration Number:	2560656	YOUR DIRECT MARKETING SOLUTION
Serial Number:	77144709	PRODUCERSWEB
Serial Number:	77453384	BANK ADVISOR

CORRESPONDENCE DATA

Fax Number: (800)680-9592
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-783-2700

CH \$265.00 2695513

Email: oleh.hereliuk@federalresearch.com
Correspondent Name: Federal Research
Address Line 1: 1023 15th St., NW, Suite 401
Address Line 2: Attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	432505
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/26/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

This TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2008 (this "Agreement"), is made by THE NATIONAL UNDERWRITER COMPANY, an Ohio corporation (the "Grantor"), in favor of BANK OF MONTREAL, CHICAGO BRANCH, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of November 3, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Summit Business Media Intermediate Holding Company, LLC, a Delaware limited liability company (the "Borrower"), the Lenders and agents party thereto, the Administrative Agent and BMO Capital Markets Corp., as the Lead Arranger, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of November 3, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest, whether now or hereafter existing, owned or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

Trademark Security Agreement (First Lien)

marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including, without limitation, those referred to on Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America, or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all trademark licenses for the grant by or to such Grantor of any right to use any trademark;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits), including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral (or any portion thereof) in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or occurrence of the Termination Date, the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor; without any representations, warranties or recourse of any kind whatsoever, such Documents as the Grantor shall reasonably request to evidence such termination, including, in the case of clause (ii), the release of this Agreement and the security interest granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be
duly executed and delivered by Authorized Officer as of the date first above written.

THE NATIONAL UNDERWRITER COMPANY

By: Thomas M. Flynn
Name: Thomas M. Flynn
Title: Chief Financial Officer

BANK OF MONTREAL, CHICAGO BRANCH,
as Administrative Agent

By: Lydia Kuo
Name: LYDIA KUO
Title: VICE PRESIDENT

SCHEDULE I
to Trademark Security Agreement

Name	Date of Registration/Application	Method of Protection	Registration/Application Number
Advisors Data Source	3/11/2003	US Trademark	2,695,513
Agent Finder	4/19/2005	US Trademark	2,943,204
Benefits Selling	8/17/2004	US Trademark	2,875,810
Boomer Market Advisor	1/10/2006	US Trademark	3,042,958
Diversity Marketing	8/29/2006	US Trademark	3,137,377
ProducersWeb	3/30/2007	US Trademark	77/144,709
Senior Market EXPO	12/16/2003	US Trademark	2,794,092
Variable Product Specialist	4/13/2004	US Trademark	2,833,401
Your Direct Marketing Solution	4/9/2002	US Trademark	2,560,656
Bank Advisor	4/21/2008	US Trademark	77/453,384