

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Publishing, Inc.		07/01/2009	CORPORATION: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Credit Suisse, as First Lien Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3476225		
Serial Number:	77357847	LAS VEGAS INTERNATIONAL HOSPITALITY WEEK	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	rachel.dougnac@weil.com		
Correspondent Name:	Rachel Dougnac		
Address Line 1:	Weil Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	39593-0133 R. DOUGNAC		
NAME OF SUBMITTER:	Rachel Dougnac		
Signature:	/Rachel Dougnac/		
Date:	08/03/2009		

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REEL: 004036 FRAME: 0589

Total Attachments: 9

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 7, 2009 (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Intellectual Property Security Agreement"), is made by Oxford Publishing, Inc., a Mississippi corporation (the "Grantor") in favor of Credit Suisse, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

WHEREAS, Questex Media Group, Inc., a Delaware corporation (the "Borrower"), and QMG Holdings, Inc., a Delaware corporation, have entered into a First Lien Credit Agreement, dated as of May 4, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Credit Agreement"), with the Lenders (as defined in the First Lien Credit Agreement) from time to time party thereto, and Credit Suisse, as Administrative Agent and the Collateral Agent (as defined in the First Lien Credit Agreement).

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are subject to the terms and conditions set forth in the First Lien Credit Agreement and are conditioned upon, among other things, (i) the execution and delivery by the Grantors of that certain First Lien Guarantee and Collateral Agreement, dated as of May 4, 2007, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Guarantee and Collateral Agreement") and (ii) the execution by the parties thereto of that certain Intercreditor Agreement among the Borrower, Holdings, the Subsidiaries (as defined therein) of the Borrower party thereto, and Credit Suisse, as First Lien Collateral Agent (as defined therein), and Wilmington Trust FSB (as successor to Credit Suisse) as Second Lien Collateral Agent (as defined therein), dated as of May 4, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intercreditor Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the First Lien Guarantee and Collateral Agreement.

WHEREAS, the Grantor acquired certain Intellectual Property Collateral interest after the Closing Date and desires to take all actions necessary to grant the Collateral Agent a security interest in all such Intellectual Property Collateral under the terms of the First Lien Guarantee and Collateral Agreement.

WHEREAS, under the terms of the First Lien Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantor to the Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this First Lien Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, it is the understanding of the parties, that notwithstanding anything herein to the contrary, (i) the Security Interest granted pursuant to the Second Lien Guarantee and Collateral Agreement shall, prior to the Discharge of First Lien Obligations (as defined in the

Intercreditor Agreement), be subject and subordinate to the Liens (as defined in the Intercreditor Agreement) granted to the First Lien Collateral Agent for the benefit of the holders of the First Lien Obligations to secure the First Lien Obligations pursuant to the First Lien Guarantee and Collateral Agreement and (ii) the exercise of any rights or remedies by the Second Lien Collateral Agent and the other Secured Parties is subject to the provisions of the Intercreditor Agreement.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all of the following (the "Intellectual Property Collateral"), as security for the payment or performance, as the case may be, in full of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof, (iii) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, (iv) in each case above, all goodwill associated therewith or symbolized thereby and (v) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the "Trademarks");

(b) (i) all letters patent of the United States or the equivalent thereof in any other country, all recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes, improvements thereon or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, import, sell and/or offer to sell the inventions disclosed or claimed therein and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyright rights, priorities and privileges arising under the laws of the United States, any other country or multinational jurisdiction, or any political subdivision thereof, whether registered or unregistered, published or unpublished, including all works of authorship and Intellectual Property therein, (ii) all rights, priorities and privileges in works

based on, incorporated in, derived from or relating to works covered by such copyrights, including all right, title and interest to make and exploit derivative works based on or adopted from works covered by such copyrights, (iii) all registrations, recordings, applications for registration and renewals of any such copyrights in the United States, any other country or multinational jurisdiction, or any political subdivision thereof, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III, (iv) the rights to print, publish and distribute any of the foregoing, (v) the right to sue or otherwise recover for any and all past, present and future infringements, impairments, and misappropriations of the foregoing, and (vi) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) any and all Proceeds of the forgoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Lien Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This First Lien Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This First Lien Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the First Lien Guarantee and Collateral Agreement, the First Lien Credit Agreement and the Intercreditor Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the First Lien Guarantee and Collateral Agreement, the First Lien Credit Agreement and the Intercreditor Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Lien Intellectual Property Security Agreement are in conflict or inconsistent with the First Lien Guarantee and Collateral Agreement, the First Lien Credit Agreement or the Intercreditor Agreement, the provisions of the First Lien Guarantee and Collateral Agreement, the First Lien Credit Agreement or the Intercreditor Agreement shall govern.

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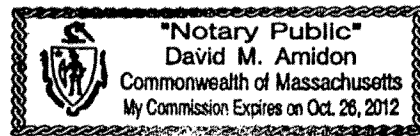
IN WITNESS WHEREOF, the undersigned has caused this First Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

OXFORD PUBLISHING, INC.

By: 

Name: Thomas Caridi

Title: Chief Financial Officer and
Executive Vice President



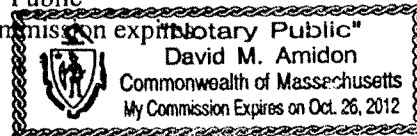
STATE OF Mass.)
 : ss.:
COUNTY OF Norfolk

On this 1st day of July, 2009, before me personally appeared Thomas Caridi, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

David M. Amidon

Notary Public

My commission expires



[FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule I

Trademarks

DEBTOR /GRANTOR	MARK	STATE /FED	SERIAL NO.	REG NO.	FILING DATE	STATUS	REG. DATE
Oxford Publishing, Inc.	Design of four logos	Federal	77357863	3476225	12/21/2007	Registered	7/29/2008
Oxford Publishing, Inc.	NIGHTCLUB (stylized ampersand design)	Mexico	839248	999257	2/28/2007	Registered	8/22/2007
Oxford Publishing, Inc.	NIGHTCLUB (stylized ampersand design)	Mexico	839249	999258	2/28/2007	Registered	8/22/2007
Oxford Publishing, Inc.	LAS VEGAS INTERNATIONAL HOSPITALITY WEEK and design	Federal	77357847		12/21/2007	Pending	
Oxford Publishing, Inc.	NIGHTCLUB & BAR (design)	Mexico	839246		2/28/2007	Pending	
Oxford Publishing, Inc.	NIGHTCLUB & BAR (design)	Mexico	839247		2/28/2007	Pending	
Oxford Publishing, Inc.	NIGHTCLUB & BAR MEXICO (design)	Mexico	839250		2/28/2007	Pending	
Oxford	NIGHTCLUB & BAR	Mexico	839251		2/28/2007	Pending	

DEBTOR /GRANTOR	MARK	STATE /FED	SERIAL NO.	REG NO.	FILING DATE	STATUS	REG. DATE
Publishing, Inc.	MEXICO (design)						

Schedule II

Patents

None.

Schedule III

Copyrights

None.

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