

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chemical Week Publishing LLC		04/18/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Canon Communications LLC		
Street Address:	11444 W. Olympic Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0507336	MODERN PLASTICS	
CORRESPONDENCE DATA			
Fax Number:	(312)456-8435		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-456-8400		
Email:	chiipmail@gtlaw.com		
Correspondent Name:	Herbert H. Finn		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	77 W. Wacker Dr., Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	062946.010500-F010		
NAME OF SUBMITTER:	Herbert H. Finn		
Signature:	/Herbert H. Finn/		

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**TRADEMARK
 REEL: 004058 FRAME: 0017**

Date:

09/08/2009

Total Attachments: 7

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EXECUTION COPY

CANON COMMUNICATIONS LLC

PURCHASE AGREEMENT

April 18, 2005

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TRADEMARK
REEL: 004058 FRAME: 0019

PURCHASE AGREEMENT

April 18, 2005

The parties to this agreement are VS&A Communications Acquisitions, LLC, a Delaware limited liability company ("VS&A Acquisitions"), VS&A-Canon, Inc., a Delaware corporation ("VS&A-Canon"), Canterbury Mezzanine Capital II, L.P., a Delaware limited partnership ("Canterbury"), Canon Communications, LLC, a Delaware limited liability company (the "Company"), Canon Management LLC, a Delaware limited liability company ("Management"), William F. Cobert ("Cobert"), VS&A Communications Partners II, L.P., a Delaware limited partnership ("VS&A Communications"), Chemical Week Publishing, LLC, a Delaware limited liability company ("CWP"), and Apprise Business Media LLC, a Delaware limited liability company (the "Buyer"). VS&A Acquisitions, VS&A-Canon, Canterbury, Management, Cobert, VS&A Communications and CWP are sometimes collectively referred to as the "Sellers".

VS&A Acquisitions, VS&A-Canon, Canterbury, Management and Cobert are the members of the Company, and VS&A Communications is the sole stockholder of VS&A-Canon.

The Company engages in the business of publishing trade magazines and producing trade shows that serve the medical and other high-tech manufacturing industries and related activities, and leases certain assets relating to the publication of Modern Plastics magazine, as listed on schedule 1 (the "CWP Assets"), from CWP for use in its business.

This agreement provides for the purchase by Buyer of (1) all of the membership interests in the Company (other than the interests held by VS&A-Canon), (2) all of the stock of VS&A-Canon, and (3) the CWP Assets.

Accordingly, it is agreed as follows:

1. Sale and Purchase of Interests and Common Stock.

1.1 Purchase of Interests and Common Stock. At the closing referred to in section 2, (1) VS&A Acquisitions, Canterbury, Management and Cobert (collectively, the "Canon Sellers") shall sell, and Buyer shall purchase, all of the membership interests in the Company (other than the interests held by VS&A-Canon) (the "Purchased Interests"), (2) VS&A Communications shall sell, and the Buyer shall purchase, all of the issued and outstanding common stock, par value \$0.01 per share, of VS&A-Canon (the "VS&A-Canon Stock"), and (3) CWP shall sell, and Buyer shall purchase, the CWP Assets, in each case free and clear of any Lien, for an aggregate purchase price of \$212,000,000 (the "Base Purchase Price"), subject to adjustment as provided in section 1.2 and payable as provided in section 1.4. The Base Purchase Price shall be allocated among the Purchased Interests, the VS&A-Canon Stock and the CWP Assets as set forth on schedule 1.1.

without regard to the dollar thresholds contained in such clauses). True and complete copies of all of the Leases, commitments and other Contracts referred to on schedules 3.14, 3.15 and 3.19 have been delivered to Buyer.

3.15 Agreements Regarding Employees. Schedule 3.15 contains a true and complete list as of December 31, 2004 of the name, job description and current annual compensation of all employees of the Company and the Subsidiaries whose annual compensation is at a rate in excess of \$150,000 and any employment or compensation agreement between the Company or any of the Subsidiaries and any of their employees.

3.16 Status of Agreements. All Leases, commitments and other Contracts of the Company or any of the Subsidiaries were entered into in the ordinary course of business. Each Contract referred to on schedules 3.14, 3.15 and 3.19 is valid and binding and presently in full force and effect in accordance with its terms and, to the best of the knowledge of the Sellers, is enforceable by the Company or any Subsidiary and no condition exists that, with notice or lapse of time or both, would constitute a default by the Company or any of the Subsidiaries or, to the best of the knowledge of the Sellers, any other party to any of those agreements, except in each case, for defaults that would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary has received any written notice (or, to the best of the knowledge of the Sellers, any oral notice) of the intention of any party to terminate, materially modify or fail to renew any Contract referred to on schedules 3.14, 3.15 and 3.19.

3.17 Intellectual Property. Schedule 3.17 contains a true and complete list of the trademarks, trade names, copyrights, patents, logos, computer software and related items, and web sites and domain names (together with all other types of intellectual property, collectively, "Intellectual Property") owned by the Company, CWP or any of the Subsidiaries or used by the Company or any of the Subsidiaries in its or their businesses. Schedule 3.17 also contains a true and complete list of all patent, copyright, trademark and domain name registrations or registration applications that have been obtained or filed by (i) the Company or the Subsidiaries or (ii) CWP (with respect to the CWP Assets). The Company or the Subsidiaries (or CWP, with respect to the CWP Assets) are the sole owners of, or possess adequate licenses or other rights to use, free and clear of any Liens or adverse rights (including those of current or former employees or contractors), all of the Intellectual Property used in the business as currently conducted. The Company and each of the Subsidiaries (and CWP with respect to the CWP Assets) have all the Intellectual Property (including trademarks, trade names, copyrights, patents, databases, web sites and domain names) necessary for the continued operation of the business of the Company and the Subsidiaries in a manner substantially consistent with past practices, except to the extent the lack thereof would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as set forth on schedule 3.17, (a) to the best of the knowledge of the Sellers there is no infringement, misappropriation or other violation by others of any right of the Company, any of the Subsidiaries or CWP with respect to their Intellectual Property, (b) neither the Company nor any of the Subsidiaries nor CWP is infringing upon, misappropriating or otherwise violating in any material respect any Intellectual Property or other rights of any third party, including, but not limited to, by the Company's or any of the Subsidiaries' or CWP's use of the Intellectual Property; (c) no Actions are pending or, to the best of the knowledge of the Sellers, threatened, and no claim has been received by the Company, any of the Subsidiaries or CWP or any of the Sellers alleging any such infringement, misappropriation or other violation;

(d) except for payments under the CWP Lease, no royalty or similar fee of any kind is payable by the Company, any of the Subsidiaries or CWP for the use of any Intellectual Property; and (e) none of the Company, any of the Subsidiaries or CWP has granted any person or entity any interest, as licensee or otherwise, in or to any one or more items of the Intellectual Property.

3.18 Labor Matters. Except as set forth on schedule 3.18, (a) each of the Company and each of the Subsidiaries is, and, to the best of the knowledge of the Sellers, has been since January 1, 2004, in compliance with all applicable Laws regarding employment and employment practices, terms and conditions of employment and wages and hours, and the termination of employment, including, but not limited to, any obligations pursuant to the Workers Adjustment and Retraining Notification Act of 1988 and similar Laws, except for violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (b) there is no unfair labor practice charge or complaint against the Company or any of the Subsidiaries pending before the National Labor Relations Board, the labor relations board or comparable body of any state or foreign jurisdiction, or any court or tribunal, and, to the best of the knowledge of the Sellers, none is or has been threatened; and (c) there is no labor strike, dispute, request for representation, slowdown, stoppage or other labor controversy pending against or affecting the Company or any of the Subsidiaries and, to the best of the knowledge of the Sellers, none is or has been threatened. Except as set forth on schedule 3.18, no employee of the Company or any of the Subsidiaries is represented by any union or other collective bargaining agent and there is no collective bargaining or other labor agreement with respect to those employees, nor is any such agreement presently being negotiated.

3.19 Employee Benefits.

(a) Schedule 3.19 sets forth a true and complete list of all "employee benefit plans," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all equity-based, employment, change-in-control, incentive, fringe benefit, bonus, profit sharing, pension, supplemental retirement, severance, deferred compensation, health, life, stock option, disability plans and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA (including any funding mechanism therefor now in effect or required in the future as a result of the transaction contemplated by this agreement or otherwise), under which (x) any current or former employee, member, director, consultant or independent contractor of the Company or any of the Subsidiaries (the "Company Employees") has any present or future right to benefits, which are contributed to, sponsored by or maintained by the Company or any of the Subsidiaries or (y) the Company or any of the Subsidiaries has any present or future liability. All such plans, agreements, programs, policies and arrangements shall be collectively referred to as "Employee Benefit Plans." True and complete copies of each of the Employee Benefit Plans and related documents have been made available to Buyer. None of the Company or the Subsidiaries maintains any Employee Benefit Plan that covers any current or former member, director, consultant, independent contractor or employee residing or working outside the United States, although the Subsidiaries do make contributions required by law to government sponsored plans or programs for its foreign employees and all such contributions have been made in compliance with applicable law.

Schedule 3.17

Intellectual Property

Trademarks (US)	*	Registration #	Date Issued	Affidavit Filing	Renewal Date
MODERN PLASTICS ^(CW)	P	0,507,336	03/08/49	Done	03/08/09
MODERN PLASTICS ENCYCLOPEDIA ^(CW)	P	0,801,909	01/11/66	Done	01/11/06
WESTPACK	P	1,199,043	06/22/82	Done	06/22/12
EAST PACK	P	1,384,620	02/25/86	Done	02/25/06
SOUTHPACK	P	1,416,192	11/04/86	Done	11/04/06
COMPLIANCE ENGINEERING	P	1,550,102	08/01/89	Done	08/01/09
MEDICAL DEVICE & DIAGNOSTIC INDUSTRY	S	1,612,477	09/04/90	Done	09/04/10
MEDICAL DESIGN & MANUFACTURING	S	1,709,546	08/18/92	Done	08/18/12
MEDICAL DEVICE REGISTER	P	1,878,619	02/14/95	Done	02/14/05
MEDPAK	P	2,159,219	05/19/98	Done	05/19/08
WINMDR	P	2,202,833	11/10/98	Done	11/10/08
OEMBOSTON	S	2,267,916	08/03/99	08/03/04	08/03/09
MEDICAL DEVICE EXECUTIVE FORUM	P	2,291,154	11/09/99	11/09/04	11/09/09
MEDTEC	P	2,301,993	12/21/99	12/21/04	12/21/09
IVD TECHNOLOGY	S	2,305,007	12/28/99	12/28/04	12/28/09
MODERN MOLD & TOOLING (Pub) ^(CW)	P	2,318,362	02/15/00	02/15/05	02/15/10
EUROPEAN MEDICAL DEVICE MANUFACTURER	S	2,322,617	02/22/00	02/22/05	02/22/10
MEDICAL ELECTRONICS MANUFACTURING	S	2,325,041	02/29/00	02/28/05	02/28/10
MEDICAL DESIGN EXCELLENCE AWARDS	S	2,327,459	03/07/00	03/07/05	03/07/10
MEDICAL PRODUCTS MANUFACTURING NEWS	S	2,330,423	03/14/00	03/14/05	03/14/10
MEDICAL DEVICE LINK	S	2,330,424	03/14/00	03/14/05	03/14/10
MICRO	P	2,335,351	03/28/00	03/28/05	03/28/10
CANCOM	P	2,391,568	10/03/00	10/03/05	10/03/10
MODERN MOLD & TOOLING (Show) ^(CW)	P	2,423,836	01/23/01	01/23/06	01/23/11
NUTRAPHEX	P	2,493,411	09/25/01	09/25/06	09/25/11
CON-QUEST	P	2,506,282	11/13/01	11/13/06	11/13/11
PACIFIC DESIGN & MANUFACTURING	S	2,530,993	01/15/02	01/15/07	01/15/12
ATLANTIC DESIGN & MANUFACTURING	S	2,535,092	01/29/02	01/29/07	01/29/12
PLASTICS MACHINERY & AUXILIARIES ⁽¹⁾	P	2,573,476	05/28/02	05/28/07	05/28/12
MX	P	2,580,186	06/11/02	06/11/07	06/11/12
PLASTECH	P	2,592,493	07/09/02	07/09/07	07/09/12
CC ("c" within "C" Logo) [Class 35]	P	2,593,560	07/16/02	07/16/07	07/16/12
ESPECS	P	2,650,288	11/12/02	11/12/07	11/12/12
MM&T EXPO ^(CW)	P	2,660,320	12/10/02	12/10/07	12/10/12
CC ("c" within "C" Logo) [Class 16]	P	2,692,227	03/04/03	03/04/08	03/04/13
MIDPAK	P	2,756,295	08/26/03	08/26/08	08/26/13
OEM NEW ENGLAND	S	2,770,436	09/30/03	09/30/08	09/30/13

NUTRITIONAL OUTLOOK	P	2,850,682	06/08/04	06/08/09	06/08/14
MD&M	P	2,858,078	06/29/04	06/29/09	06/29/14
COSMETIC/PERSONAL CARE PACKAGING	P	2,886,222	09/21/04	09/21/09	09/21/14
PRECISIONTEC	P	2,931,604	03/08/05		03/08/15
PHARMACEUTICAL & MEDICAL PACKAGING NEWS	P	78128301	05/13/02		Pending
DESIGN & MANUFACTURING WEST	P	78242785	04/28/03		Pending
DESIGN & MANUFACTURING EAST	P	78242795	04/28/03		Pending
DESIGN & MANUFACTURING SOUTH	P	78242802	04/28/03		Pending
DESIGN & MANUFACTURING MIDWEST	P	78242812	04/28/03		Pending
SOUTHEAST DESIGN & MANUFACTURING	P	78242816	04/28/03		Pending
AUTOMATION TECHNOLOGY EXPO	P	78428492	06/02/04		Pending
ATX	P	78440847	06/24/04		Pending
ATX AUTOMATION TECHNOLOGY EXPO	P	78440869	06/24/04		Pending
CMDM	P	78520924	11/22/04		Pending
CHINA MEDICAL DEVICE MANUFACTURER	P	78520933	11/22/04		Pending

Trademarks (Foreign)	Country	Registration #	Date Issued	Affidavit Filing	Renewal Date
MODERN PLASTICS ^(CW)	Benelux	307376	08/13/71		08/13/11
MODERN PLASTICS ^(CW)	Canada	UCA020943	01/02/45		01/02/20
MEDTEC AND DESIGN	China	4193809	07/28/04		
MEDTEC	China	4192152	07/28/04		
MEDTEC (Chinese Characters)	China	4192153	07/29/04		
CMDM	China	TBD	10/09/04		
CHINA MEDICAL DEVICE MANUFACTURER	China	TBD	10/09/04		
COMPLIANCE ENGINEERING	Canada	TMA438320	01/27/95		01/27/05
MODERN PLASTICS INTERNATIONAL ^(CW)	EU	1157528	04/30/99		04/30/09
MODERN PLASTICS INTERNATIONAL ^(CW)	UK	1054552	11/08/75		11/08/06
MODERN PLASTICS INTERNATIONAL ^(CW)	India	848491	03/30/99		Pending
MODERN PLASTICS INTERNATIONAL ^(CW)	Italy	695870	12/13/96		07/12/14
MODERN PLASTICS ^(CW)	Japan	1333036	05/01/78		05/01/08
MODERN PLASTICS INTERNATIONAL ^(CW)	France	1278781	07/12/84		07/12/14
PLASTEC	EU	003288859	03/17/05		07/31/13

Abby Communications, Inc. Trademarks

Trademarks (US)	*	Registration #	Date Issued	Affidavit Filing	Renewal Date
IMMNET.COM	P	2,490,751	09/18/01	09/18/06	09/18/11
INJECTION MOLDING	P	2,465,338	07/03/01	07/03/06	07/03/11
IMM INFOLINK	P	2,461,141	06/19/01	06/19/06	06/19/11

Trademarks (Foreign)	Country	Registration #	Date Issued	Affidavit Filing	Renewal Date
INJECTION MOLDING	Mexico	614663			07/03/04

NOTES:

(CW) Owned by Chemical Week Publishing LLC and usage licensed to the Company. These are part of the CWP Assets.

⁽¹⁾ Indicates Plastics Auxiliaries LLC (a dormant shell company) as owner. Assignment of trademark to the Company filed April 2005.

* (P) Principal Register

* (S) Supplemental Register