

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NATIONAL UNDERWRITER COMPANY		08/19/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS THE ADMINISTRATIVE AGENT		
Street Address:	280 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3231808	INSIDECOUNSEL	
Registration Number:	3231809	INSIDECOUNSEL SUPERCONFERENCE	
Registration Number:	2708122	BOOK ADVISOR	
Registration Number:	2728295	INVESTMENT ADVISOR	
Registration Number:	1770014	TREASURY AND RISK MANAGEMENT	
Registration Number:	2771276	WEALTH ADVISOR SUMMIT	
Registration Number:	2561388	FREEERISA.COM	
Registration Number:	3137377	DIVERSITY MARKETING	
Registration Number:	3042958	BOOMER MARKET ADVISOR	
Registration Number:	2943204	AGENT FINDER	
Registration Number:	2875810	BENEFITS SELLING	
Registration Number:	2940145	COMMODITY PRICE CHARTS	
Registration Number:	2942029	TRENDS IN FUTURES	
Registration Number:	3426226	SENIOR MARKET ADVISOR	

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TRADEMARK
 REEL: 004109 FRAME: 0606

Registration Number:	3456391	PRODUCERSWEB
Registration Number:	2833401	VARIABLE PRODUCT SPECIALIST
Registration Number:	2794092	SENIOR MARKET EXPO
Registration Number:	2695513	ADVISORS DATA SOURCE
Registration Number:	2113904	10-3-1
Registration Number:	2963162	CREDIT UNION TIMES

CORRESPONDENCE DATA

Fax Number: (213)830-8743

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

Phone: 213.680.6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley A. Lathrop

Address Line 1: Bingham McCutchen LLP

Address Line 2: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.337907
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	12/08/2009

Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Trademark Security Agreement") is made this 19th day of August, 2009, among THE NATIONAL UNDERWRITER COMPANY, an Ohio corporation (the "Grantor"), and ARES CAPITAL CORPORATION, a Maryland corporation, 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 that certain Second 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 Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Supplement, dated as of November 7, 2006 (the "Security Agreement Supplement") to that certain Pledge and Security Agreement (Second Lien), 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 Security Agreement, the Grantor was required to execute and deliver to the Administrative Agent as successor administrative agent to BMO Capital Markets Corp., the predecessor administrative agent (in such capacity, the "Predecessor Administrative Agent"), for its benefit and the ratable benefit of each other Secured Party, a Trademark Security Agreement dated as of November 7, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Trademark Security Agreement"), which was subsequently assigned by the Predecessor Administrative Agent to the Administrative Agent pursuant to that certain Assignment of Security Interest in Intellectual Property on or about March 25, 2009; and

WHEREAS, subsequent to the execution, delivery and recording of the Original Trademark Security Agreement, the Grantor has informed the Administrative Agent that the Grantor has acquired additional Trademarks as set forth on Schedule I hereto.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. CONFIRMATION AND GRANT OF SECURITY INTEREST IN SUPPLEMENTAL TRADEMARK COLLATERAL. Grantor hereby confirms its grant to the Administrative Agent pursuant to the Original Trademark Security Agreement and the Security Agreement and hereby grants to 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 (collectively, the "Supplemental Trademark Collateral");

(a) all of its Trademarks referred to on Schedule I hereto;

- (b) all extensions, modifications and renewals of the foregoing;
- (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 or 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.

3. SECURITY AGREEMENT AND ACKNOWLEDGEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, pursuant to the Security Agreement and the Original Trademark Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Supplemental Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In no event shall this Supplemental Trademark Security Agreement or the recordation of this Supplemental Trademark Security Agreement with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Loan Documents, the security interest of the Administrative Agent in the Collateral (including the Trademark Collateral and the Supplemental Trademark Collateral) pursuant to the Security Agreement, the Original Trademark Security Agreement and/or this Supplemental Trademark Security Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, the other Loan Documents, the Original Trademark Collateral Agreement, this Supplemental Trademark Security Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Supplemental Trademark Collateral (and any and all obligations of the Grantor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Grantor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Security Agreement, the other Loan Documents and the Original Trademark Collateral Agreement.

4. RELEASE OF LIENS. Upon (i) the Disposition of Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement and the security interest granted hereunder and under the Security Agreement.

5. LOAN DOCUMENT. This Supplemental Trademark Security 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.

6. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this Supplemental Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

7. COUNTERPARTS. This Supplemental Trademark Security 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 Supplemental Trademark Security Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Supplemental Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date set forth above.

THE NATIONAL UNDERWRITER COMPANY

By: Andrew L. Goodenough
Name: ANDREW L. GOODENOUGH
Title: Pres / CEO

Trademark Security Agreement (Second Lien)

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Administrative Agent

By: 
Name:
Title: R. Kipp deVeer
Authorized Signatory

Trademark Security Agreement (Second Lien)

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	INSIDECOUNSEL	3231808	04/17/2007
USA	INSIDECOUSNEL SUPERCONFERENCE	3231809	04/17/2007
USA	BOOK ADVISOR	2708122	04/15/2003
USA	INVESTMENT ADVISOR	2728295	06/17/2003
USA	TREASURY AND RISK MANAGEMENT	1770014	05/11/1993
USA	WEALTH ADVISOR SUMMIT	2771276	10/07/2003
USA	FREEERISA.COM	2561388	04/16/2002
USA	DIVERSITY MARKETING	3137377	08/29/2006
USA	BOOMER MARKET ADVISOR	3042958	01/10/2006
USA	AGENT FINDER	2943204	04/19/2005
USA	BENEFITS SELLING	2875810	08/17/2004
USA	COMMODITY PRICE CHARTS	2940145	04/12/2005
USA	TRENDS IN FUTURES	2942029	04/19/2005
USA	SENIOR MARKET ADVISOR	3426226	05/13/2008
USA	PRODUCERSWEB	3456391	07/01/2008
USA	VARIABLE PRODUCT SPECIALIST	2833401	04/13/2004
USA	SENIOR MARKET	2794092	12/16/2003
USA	ADVISORS DATA SOURCE	2695513	03/11/2003
USA	10-3-I	2113904	11/18/1997
USA	CREDIT UNION TIMES	2963162	06/21/2005

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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