## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

Confirmation and Amendment of Security Interest to Reflect Change of Name of NATURE OF CONVEYANCE:

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CFO Publishing LLC		1102/02/2010 1	LIMITED LIABILITY
			COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	RBS Citizens, N.A.
Street Address:	28 State Street
Internal Address:	MS 1510
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association:

### PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1387874	CFO
Registration Number:	1721917	CFO
Registration Number:	2397794	CFO
Registration Number:	2636373	CFO
Registration Number:	3391822	CFO PULSE
Registration Number:	2737286	CFO.COM
Registration Number:	2762153	CFO
Registration Number:	2776296	CFO TV
Registration Number:	2725388	CFO EXECUTIVE PROGRAMS
Registration Number:	2840788	CFO RESEARCH SERVICES
Serial Number:	77009779	CFO RISING

CORRESPONDENCE DATA

TRADEMARK 900154173 **REEL: 004145 FRAME: 0753**  Fax Number: (202)420-2201

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

Phone: 2024204860

Email: sammanl@dicksteinshapiro.com

Correspondent Name: Luna M. Samman, Dickstein Shapiro LLP

Address Line 1: 1825 Eye Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	\$0072.0001
NAME OF SUBMITTER:	Luna M. Samman
Signature:	/luna m. samman/
Date:	02/08/2010

#### Total Attachments: 4

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## **CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS**

February 2, 2010

RBS Citizens, N.A. 28 State Street Boston, MA 02109

Ladies/Gentlemen:

Reference is made to the following documents (together, the "Loan Documents"):

- 1. Credit Agreement (the "Credit Agreement") dated January 11, 2010, by and between CFO Publishing Acquisition LLC, predecessor to CFO Publishing LLC ("Borrower") and your bank (the "Bank").
- 2. \$3,000,000 Revolving Line of Credit Note (the "Line of Credit Note") by Borrower in favor of the Bank dated January 11, 2010.
- 3. \$3,500,000 Term Note (the "Term Note") by Borrower in favor of the Bank dated January 11, 2010.
- 4. Security Agreement All Assets of Borrower in favor of the Bank dated January 11, 2010 (the "Security Agreement").
- 5. Intellectual Property Security Agreement of Borrower in favor of the Bank dated January 11, 2010 (the "IP Security Agreement").
- 6. Application, agreement and related documents in connection with a \$75,000 letter of credit issued for the account of Borrower on or about the closing date of the transaction contemplated by the Loan Documents (the "Loan").
  - 7. Other documents executed in connection with the Loan.

Effective February Q, 2010, the Borrower has changed its name from CFO Publishing Acquisition LLC to CFO Publishing LLC. The undersigned hereby represents to the Bank that the change is a change of name only, and that there has not been any change in the business, operations or ownership of the Borrower since the execution of the Loan Documents, and that the name change does not effect a change in ownership of any of Borrower's assets.

The undersigned hereby requests your consent to amend the Loan Documents to reflect the change in Borrower's name, and requests that all references to "CFO

TRADEMARK REEL: 004145 FRAME: 0755 Publishing Acquisition LLC" or "Borrower" in any of the Loan Documents be amended to be a reference to CFO Publishing LLC.

The undersigned confirms in all respects its obligations under the Loan Documents and that the name change has not affected such obligations.

The undersigned hereby further confirms and agrees that the security interest described in the Security Agreement and the IP Security Agreement continues to secure all obligations of the undersigned to the Bank.

In order to induce the Bank to enter into this agreement, the Borrower hereby represents and warrants to the Bank that (i) all of the representations and warranties contained in the Credit Agreement are true and accurate as though made on and as of this date (except to the extent that such representations and warranties relate to an earlier date), and (ii) no event has occurred which constitutes an Event of Default, or would constitute an Event of Default but for the requirement that notice be given or time elapse or both, under the Credit Agreement.

The Borrower hereby agrees to pay all fess and expenses, including attorneys' fees, incurred by the Bank in connection with the preparation of this Agreement and the other documents related hereto. The Borrower further hereby agrees to execute and deliver any document or filing as requested by the Bank, necessary or desirable to ensure continued perfection of the Bank's security interest in the assets of the Borrower.

As confirmed hereby, all terms of the Loan Documents shall remain in full force and effect.

(signature page follows)

-- Signature Page to Confirmation and Amendment of Loan Documents--

Executed as a document under seal as of the date first written above.

Sincerely,

CFO PUBLISHING LLC

By:

Name: colon Pace Con Title: Stock Colons

ACCEPTED AND AGREED:

RBS CITIZENS, N.A.

By: \_\_\_\_\_\_

Title:

TRADEMARK REEL: 004145 FRAME: 0757 -- Signature Page to Confirmation and Amendment of Loan Documents--

Executed as a document under seal as of the date first written above.

Sincerely,

CFO PUBLISHING LLC

By: \_\_\_\_\_ Name: Title:

ACCEPTED AND AGREED:

RBS CITIZENS, N.A.

**RECORDED: 02/08/2010** 

Name: Michael Chy

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