

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The National Underwriter Company		05/20/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	11175 Cicero Drive, Suite 600
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022-1167
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2113904	10-3-1
Registration Number:	2695513	ADVISORS DATA SOURCE
Registration Number:	2943204	AGENT FINDER
Registration Number:	0892073	AMERICAN AGENT & BROKER
Registration Number:	3889604	BENEFITS SELLING
Registration Number:	2875810	BENEFITS SELLING
Registration Number:	3042958	BOOMER MARKET ADVISOR
Registration Number:	1845570	CLAIMS
Registration Number:	2940145	COMMODITY PRICE CHARTS
Registration Number:	2963162	CREDIT UNION TIMES
Registration Number:	3137377	DIVERSITY MARKETING
Registration Number:	2093099	FC&S
Registration Number:	2031856	FC&S
Registration Number:	2561388	FREERISA.COM

CH \$840.00 2113904

Registration Number:	1485244	FUTURES
Registration Number:	3231808	INSIDECOUNSEL
Registration Number:	3231809	INSIDECOUNSEL SUPERCONFERENCE
Registration Number:	1977914	INSUR'ED.
Registration Number:	2728295	INVESTMENT ADVISOR
Registration Number:	0950391	KIRSCHNER'S INSURANCE DIRECTORIES
Registration Number:	2002132	MORTGAGE ORIGINATOR
Registration Number:	2501530	NATIONAL UNDERWRITER
Registration Number:	2501529	NATIONAL UNDERWRITER
Registration Number:	2499762	NATIONAL UNDERWRITER
Registration Number:	3456391	PRODUCERSWEB
Registration Number:	3426226	SENIOR MARKET ADVISOR
Registration Number:	2773739	TECH DECISIONS
Registration Number:	1770014	TREASURY AND RISK MANAGEMENT
Registration Number:	2942029	TRENDS IN FUTURES
Serial Number:	85029933	CLCS COMMERCIAL LINES COVERAGE SPECIALIST
Serial Number:	85029856	PLCS PERSONAL LINES COVERAGE SPECIALIST
Serial Number:	85061951	SENIOR MARKET ADVISOR EXPO
Serial Number:	85061715	SENIOR MARKET EXPO

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	20607-30660
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	05/23/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2011 (this "Agreement"), is made by THE NATIONAL UNDERWRITER COMPANY, an Ohio corporation (the "Grantor"), in favor of GENERAL ELECTRIC CAPITAL 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 a Credit Agreement, dated as of May 20, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among The National Underwriter Company, an Ohio corporation (the "Borrower"), Summit Business Media Holding Company, a Delaware corporation, Summit Business Media Intermediate Holding Company, LLC, a Delaware limited liability company, Summit Business Media Parent Holding Company LLC, a Delaware limited liability company, the Lenders party thereto and the Administrative Agent, the Revolving Lenders have extended Revolving Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a (i) Revolver Security Agreement, dated as of May 20, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Revolver Security Agreement") and (ii) Term Security Agreement, dated as of May 20, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Term Security Agreement"), and together the "Security Agreements";

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (c) of Section 4.5 of the Security Agreements, 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 Secured 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 Agreements.

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 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 in Item A of 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 Agreements. 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 Agreements. The Security Agreements (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 (as defined in the Credit Agreement), 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 Agreements.

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 Agreements, 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: 
Name: Admiral L. GOODENOUGH
Title: President & CEO

*Signature Page to
Trademark Security Agreement (The National Underwriter Company)*

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GENERAL ELECTRIC CAPITAL
CORPORATION,
as Administrative Agent

By: 
Name: _____
Title: **DREW MILLER**
Duly Authorized Signatory

*Signature Page to
Trademark Security Agreement (The National Underwriter Company)*

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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	10-3-1	2,113,904	11/18/1997
U.S.	ADVISORS DATA SOURCE	2,695,513	3/11/2003
U.S.	AGENT FINDER	2,943,204	4/19/2005
U.S.	AMERICAN AGENT & BROKER (Stylized)	892,073	6/2/1970
U.S.	BENEFITS SELLING	3,889,604	12/14/2010
U.S.	BENEFITS SELLING & Design	2,875,810	8/17/2004
U.S.	BOOMER MARKET ADVISOR	3,042,958	1/10/2006
U.S.	CLAIMS	1,845,570	7/19/1994
U.S.	COMMODITY PRICE CHARTS & Design	2,940,145	4/12/2005
U.S.	CREDIT UNION TIMES	2,963,162	6/21/2005
U.S.	DIVERSITY MARKETING (Stylized)	3,137,377	8/29/2006
U.S.	FC&S	2,093,099	9/2/1997
U.S.	FC&S	2,031,856	1/21/1997
U.S.	FREEERISA.COM	2,561,388	4/16/2002
U.S.	FUTURES (Stylized)	1,485,244	4/19/1988
U.S.	INSIDECOUNSEL	3,231,808	4/17/2007
U.S.	INSIDECOUNSEL SUPERCONFERENCE	3,231,809	4/17/2007
U.S.	INSUR'ED	1,977,914	6/4/1996
U.S.	INVESTMENT ADVISOR	2,728,295	6/17/2003
U.S.	KIRSCHNER'S INSURANCE DIRECTORIES	950,391	1/9/1973
U.S.	MORTGAGE ORIGINATOR	2,002,132	9/24/1996
U.S.	NATIONAL UNDERWRITER	2,501,530	10/30/2001

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	NATIONAL UNDERWRITER	2,501,529	10/30/2001
U.S.	NATIONAL UNDERWRITER	2,499,762	10/23/2001
U.S.	PRODUCERSWEB	3,456,391	7/1/2008
U.S.	SENIOR MARKET ADVISOR	3,426,226	5/13/2008
U.S.	TECH DECISIONS	2,773,739	10/14/2003
U.S.	TREASURY AND RISK MANAGEMENT	1,770,014	5/11/1993
U.S.	TRENDS IN FUTURES	2,942,029	4/19/2005

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	CLCS COMMERCIAL LINES COVERAGE SPECIALIST	85/029,933	5/4/2010
U.S.	PLCS PERSONAL LINES COVERAGE SPECIALIST	85/029,856	5/4/2010
U.S.	SENIOR MARKET ADVISOR EXPO	85/061,951	6/14/2010
U.S.	SENIOR MARKET EXPO	85/061,715	6/14/2010

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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None.