

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Asset Purchase Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanstar Communications, Inc		12/08/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Ryan Communications Group, LLC
Street Address:	5244 E Paoli Way
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90803
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3413685	DIRT SPORTS
Registration Number:	2946989	DIRTSPTS
Registration Number:	3413686	DIRT SPORTS
Registration Number:	3257559	THE VOICE OF OFF-ROAD MOTORSPORTS

CORRESPONDENCE DATA	
Fax Number:	5624332965
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	5624393478
Email:	mpryan@ryancomgrp.com
Correspondent Name:	Mari Provenzano
Address Line 1:	5244 E Paoli Way
Address Line 4:	Long Beach, CALIFORNIA 90803

NAME OF SUBMITTER:	Mari Provenzano
Signature:	/MariProvenzano/

OP \$115.00 3413685

Date:

07/26/2012

Total Attachments: 25

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), dated December 12, 2008 (the "Closing Date"), is by and among **RYAN COMMUNICATIONS GROUP, LLC**, a Delaware limited liability company, having a place of business at 5318 E. 2nd Street, #542, Long Beach, CA 90803-5354 ("Buyer"); **JAMES RYAN**, an individual residing at 5244 E. Paoli Way, Long Beach, CA 90803 ("Buyer Principal" as to Sections 4.7, 5.4, 6.1, 6.2, 6.3 and 7.3 only) and **ADVANSTAR COMMUNICATIONS INC.**, a New York corporation having a place of business at 201 Sandpointe Avenue, Santa Ana, CA 92707-8700 ("Seller").

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, certain assets of Seller relating to the business of publishing, selling, and distributing (i) the consumer publication known as *Dirt Sports* (the "Publication"), (ii) the website *dirtsportsmag.com* (the "Website"), and (iii) certain other ancillary assets, products and services related to the Publication and the Website (the "Ancillary Products"), all as more fully described below, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Buyer and Seller hereby agree as follows:

**ARTICLE I
PURCHASE AND SALE OF ASSETS**

- 1.1 Purchase and Sale of Assets.** Upon the terms and conditions herein set forth, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller all of Seller's right, title and interest in and to the following assets of Seller (collectively, the "Assets"), free and clear of all liabilities, obligations, pledges, security interests, liens, or encumbrances (collectively, "Encumbrances"), other than as expressly set forth herein
- (a) all of Seller's right to publish, sell and distribute the Publication, the Web Site and the Ancillary Products, together with the goodwill exclusively related thereto;
 - (b) all editorial content contained in the Publication, the Website, and the Ancillary Products, and any other editorial material generated in connection with the business of the Publication, the Web Site and the Ancillary Products;
 - (c) the following registered trademarks (i) "DIRTSPORTS", United States Patent and Trademark Office Reg. No. 3413685; (ii) "DIRTSPORTS", United States Patent and Trademark Office Reg. No. 2946989; (iii) "DIRTSPORTS" (design), United States Patent and Trademark Office Reg. No. 3413686; and (iv) "VOICE OF OFF ROAD MOTORSPORTS", United States Patent and Trademark Office Reg. No. 3257559;
 - (d) the copyrights to back issues of the Publication;

- (e) all lists and databases exclusively related to paid subscribers of the Publication and/or users of the Website, including all non-renewed subscribers lists, and any other promotional lists generated in support or pursuit of new subscribers (which lists shall include name, address, phone number, email address and the like of each subscriber);
- (f) all lists and databases exclusively related to advertisers in the Publication and/or on the Website;
- (g) all lists and databases exclusively related to vendors, contributors or other outside participants in the Publication and/or the Website;
- (h) all work in process (including editorial material, photographs, film, printing negatives, artwork, illustrations and printing plates) with respect to any issue of the Publication to be shipped after the Closing Date (“Future Issues”);
- (i) all of Seller’s rights under any insertion orders or other advertising commitments (collectively, the “Insertion Orders”) for Future Issues and pertaining to the operation of the Website following the Closing Date, including, without limitation, the Insertion Orders listed on Schedule 1.1(i);
- (j) all prepaid direct third party expenses paid by Seller prior to the Closing Date in connection with Future Issues or the operation of the Website following the Closing Date (collectively, the “Prepaid Expenses”), including, without limitation, the Prepaid Expenses listed on Schedule 1.1(j);
- (k) the Web Site, including the www.dirtsportsmag.com domain name and URL;
- (l) all of Seller’s rights under subscription contracts (the “Subscription Contracts”) for Future Issues, including, without limitation, the Subscription Contracts listed on Schedule 1.1(l);
- (m) all of Seller's rights under the contracts listed on Schedule 1.1(m), including, without limitation, all benefits, rights and interest of Seller in, to, and under that certain Settlement, Mutual Release of Claims, and Co-Existence Agreement effective January 23, 2007 (the “Settlement Agreement”), by and between Seller and World Racing Group, Inc. (formerly known as DIRT MotorSports, Inc.), a Delaware corporation (“WRG”) (collectively with the Insertion Orders and the Subscription Contracts, the “Assumed Contracts”); and
- (n) the tangible assets of Seller exclusively used in connection with the business of publishing, selling, and distributing the Publication, the Website and the Ancillary Products and that are described on Schedule 1.1(n).

1.2 Excluded Assets. Other than the Assets described in Section 1.1, all rights, interests and assets of Seller (the “Excluded Assets”) are hereby retained by Seller and are not sold to

Buyer hereunder or otherwise. The Excluded Assets include, without limitation, (a) all cash collected by Seller prior to the Closing Date, including all deposits and prepayments for subscriptions, advertising or other services relating to Future Issues (collectively, "Prepaid Revenue"); (b) all accounts receivable relating to issues of the Publication shipped prior to the Closing Date ("Past Issues") and the operation of the Website and sale of Ancillary Products as of the Closing Date (and the proceeds thereof); (c) the name "Advanstar", all derivations thereof, and all other corporate, division or group names used in connection with the Publication, the Website or the Ancillary Products; (d) that certain 2006 Yamaha Rhino Utility Terrain Vehicle (Vehicle ID No. 5YAM04Y86A025702); and (e) all furniture, fixtures, equipment and other tangible assets of Seller, except as specifically described on Section 1.1(n).

1.3 Assumption of Liabilities. Buyer assumes none of Seller's liabilities or obligations relating to the Publication, the Website, the Ancillary Products or the Assets. Notwithstanding the foregoing, Buyer hereby assumes the following liabilities and obligations relating to the Publication, the Website, the Ancillary Products and the Assets (collectively, the "Assumed Liabilities"):

- (a) the obligation for performance due by Seller after the Closing Date under the Assumed Contracts, including, without limitation, all of Seller's liabilities and obligations to fulfill (i) all outstanding advertising commitments in respect of Insertions Orders for Future Issues and the operation of the Website following the Closing Date; and (ii) all outstanding subscriptions for the Publication in respect of Subscription Contracts for Future Issues;
- (b) the obligation for performance due by Seller after the Closing Date in respect of the Prepaid Revenue;
- (c) the liabilities listed on Schedule 1.3(c) related to Future Issues and/or the operation of the Website after the Closing (collectively, the "Future Liabilities"); and
- (d) the liabilities listed on Schedule 1.3(d) related to Past Issues and/or the operation of the Publication and/or the Website through the Closing Date (collectively, the "Past Liabilities").

Notwithstanding anything to the contrary contained in this Section 1.3, nothing contained in this Agreement shall constitute an assignment of any contract or right or benefit arising thereunder if such assignment would constitute a breach or otherwise adversely affect the rights of Buyer thereunder. In the event that Seller has not obtained any required consent or waiver for the transfer of any Assumed Contract to Buyer prior to the Closing Date, Seller shall continue to use commercially reasonable efforts to obtain such consent or waiver and shall keep such Assumed Contract in effect for the benefit of Buyer until such consent or waiver is obtained.

ARTICLE II

PAYMENTS

- 2.1 Consideration for Assets.** Subject to the terms and conditions of this Agreement, in consideration for the sale, assignment, transfer and delivery of the Assets to Buyer, Buyer shall pay to Seller the aggregate amount of Forty Thousand Dollars (\$40,000.00) (the "Purchase Price").
- 2.2 Payment of Consideration; Guaranty.** The Purchase Price shall be payable by Buyer to Seller not later than December 5, 2009 (the "Payment Date") and shall be evidenced by a promissory note of Buyer issued to Seller (the "Promissory Note") in the aggregate amount of Forty Thousand Dollars (\$40,000.00). Buyer's obligations under the Promissory Note shall be personally guaranteed by Buyer Principal.
- 2.3 Purchase Price Adjustment.** The Purchase Price has been adjusted at the Closing in the amounts indicated on Schedule 1.1(j) based upon the amount of the Prepaid Expenses. Any portion of the Purchase Price in excess of Forty Thousand Dollars (\$40,000.00) shall be paid by Buyer to Seller within thirty (30) days of the Closing via a cashier's or certified check payable to Seller. The parties shall, within sixty (60) days after the Closing Date, make any adjustments as necessary to the amounts indicated on Schedule 1.1(j) to account for disbursements which were made by Seller too late to be reflected on Schedule 1.1(j), computational or other errors or omissions which may have been made in preparing Schedule 1.1(j), or for any other reason consistent with this Agreement. The party owing an amount to the other party based on such post-Closing adjustments shall make payment to the other party within ten (10) business days after completion of the adjustments.
- 2.4 Revenues and Expenses after the Closing Date.** (a) Seller shall be entitled to receive and retain all revenue and accounts receivable (and the proceeds thereof) collected after the Closing Date generated by (i) Past Issues; and (ii) other services or products associated with the Assets to the extent that such service or product has been delivered prior to the Closing Date.
- (b) Buyer shall be entitled to receive and retain all revenue and accounts receivable (and the proceeds thereof) collected after the Closing Date generated by (i) Future Issues; and (ii) other services or products associated with the Assets to the extent that such service or product is delivered on or after the Closing Date.
- (c) Buyer shall be responsible for paying (i) all expenses incurred by Buyer in connection with Future Issues; and (ii) all expenses (including salaries, other employee compensation, general office expenses or other overheads) relating to the operation of the Publication, the Website and the Ancillary Products by Buyer after the Closing Date.

ARTICLE III THE CLOSING

- 3.1 **Time of Closing.** The closing of the purchase and sale of the Assets hereunder (the “Closing”) has taken place simultaneously with the execution and delivery of this Agreement and is effective as of the close of business on the Closing Date.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties, each of which is complete and correct on and as of the date hereof:

- 4.1 **Incorporation of Seller.** Seller is a corporation duly incorporated and subsisting under the laws of the State of New York.
- 4.2 **Powers; Execution.** Seller has all requisite corporate power and authority to own and to operate the Assets, and to execute, deliver and perform this Agreement. The execution and delivery of this Agreement by Seller has been duly and validly authorized by all necessary corporate action on the part of Seller, and this Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- 4.3 **Breach of Statute or Contract.** Neither the execution and delivery of this Agreement nor compliance with the terms and provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any contract or other instrument to which Seller is a party or by which Seller is or may be bound or constitute a default thereunder, or result in the creation or imposition of any Encumbrance upon any of the Assets. Neither the execution and delivery of this Agreement by Seller nor compliance by Seller with the terms and provisions of this Agreement will violate any law, or any statute or regulation which relates to the Assets, which violation will create any liability to Buyer or interfere with Buyer's possession and use of the Assets or Buyer's conduct of the business of publishing, selling and distributing the Publication and the Website.
- 4.4 **Title to the Assets.** Seller is the sole and unconditional owner of, and has good and marketable title to, the Assets. This Agreement and the instruments of transfer to be executed and delivered pursuant hereto will effectively vest in Buyer title to the Assets free and clear of all Encumbrances.
- 4.5 **No Claims or Litigation.** No litigation, judicial, administrative or arbitral action, proceeding, governmental investigation or claim is pending or, to the best of Seller's knowledge, threatened that questions the validity of this Agreement, or any action taken, or to be taken, by Seller in connection with this Agreement or that relates to the Assets. There is no judgment, order, injunction, decree or award outstanding (whether rendered by a court, administrative agency or by arbitration) against Seller or by which Seller is bound which relates to any of the Assets.
- 4.6 **Tax Returns and Payments.** All tax returns and reports of Seller required to be filed on or before the Closing Date hereof have been duly and timely filed on or before such date,

and all taxes, assessments, fees and other governmental charges upon Seller and upon the Assets which are due and payable, other than those presently payable without penalty or interest, have been paid. As of the date hereof, there are no tax liens on any of the Assets.

- 4.7 **Disclaimer.** Buyer and Buyer Principal acknowledge and agree that, except as expressly provided herein, the Assets are being sold to Buyer by Seller “AS IS, WHERE IS, WITH ALL FAULTS.” Buyer and Buyer Principal acknowledge and agree that, except as expressly provided herein, Seller makes no representations or warranties to Buyer or Buyer Principal, express or implied, by operation of law or otherwise regarding the Assets or any of the accounts receivable, intellectual property, liabilities, contracts, books, records, financial condition, financial statements, financial projections, results of operations, cash flow and profitability (historical or future), work force, licenses, permits, insurance, disputes, litigation, compliance with laws, market share, customers, subscribers, users, suppliers, business, operations or prospects of the Publication or the Website. All implied warranties and, except as expressly provided herein, all express warranties, are hereby disclaimed by Seller and are excluded from this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and/or Buyer Principal hereby makes the following representations and warranties, each of which is complete and correct on and as of the date hereof:

- 5.1 **Incorporation of Buyer.** Buyer is a limited liability company and subsisting under the laws of the State of Delaware.
- 5.2 **Powers; Execution.** Buyer has all requisite corporate power and authority to own and operate the Assets, to assume the liabilities being assumed by Buyer hereunder, and to execute, deliver and perform this Agreement. The execution and delivery of this Agreement by Buyer has been duly and validly authorized by all necessary corporate action on the part of Buyer, and this Agreement is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.
- 5.3 **Breach of Statute or Contract.** Neither the execution and delivery of this Agreement nor compliance with the terms and provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any contract or other instrument to which Buyer is a party or by which Buyer is or may be bound or constitute a default thereunder, or violate any law, or any statute or regulation which relates to the performance by Buyer of its obligations hereunder.
- 5.4 **Buyer Principal's Diligence.** (a) Buyer Principal does not regard as material any information regarding the Publication, the Ancillary Products, the Website or the Assets other than such information as is in his possession or was within his control to obtain as a result of his active participation in the management, business, operations, affairs and conduct of the business of the Publication and the Website prior to the Closing Date.

(b) Buyer Principal has been afforded full and complete access to the business, operations, assets, books and records and all other aspects of the business of Seller pertaining to the business of the Publication, the Ancillary Products and the Website and has satisfactorily completed his own due diligence and investigation of the business and affairs of Seller relating to the Publication, the Ancillary Products, the Website and the Assets. Buyer Principal is familiar with the management, business, operations, affairs and conduct of the business of the Publication and the Website and while employed by Seller was (i) responsible for and familiar with each of the advertising commitments resulting in the Insertion Orders; and (ii) responsible for and familiar with commitments to subscribers resulting in the Subscription Contracts.

ARTICLE VI FURTHER COVENANTS

- 6.1 Non-Competition Covenant.** Buyer and Buyer Principal agree that, during the four (4) year period from and after the Closing Date, Buyer and Buyer Principal will not, directly or indirectly, own, organize, operate, produce, control or manage (i) trade and consumer events that are focused on the markets and industries targeted by, or that are otherwise competitive with, (i) Seller's *Off-Road Expo* consumer events or Seller's *Off-Road Impact Trade Show and Conference* trade event (collectively, the "Advanstar Events"), or (ii) websites that are focused on the markets and industries targeted by, or that are otherwise competitive with, Seller's *off-road.com* website (the "*off-road.com* Website") or any potential brand extensions of any of the foregoing. Notwithstanding the foregoing, Buyer and Buyer Principal may (i) own, organize, operate, produce, control and manage any event that is competitive with an Advanstar Event (a "Competitive Event") if the Competitive Event meets both of the following elements: (a) the Competitive Event contains no more than 5,000 square feet of net paid exhibit space; and (b) the Competitive Event is held at least thirty (30) days either before or after the applicable Advanstar Event; (ii) produce event programs, sponsorship activities, conference tracks and award ceremonies for Competitive Events; and (iii) manage or produce on-line product servicing the off-road industry, providing the on-line product has at least 90% of its content specifically related to motor sports and related products. Buyer and Buyer Principal acknowledge and agree that Seller operates the Advanstar Events and the *off-road.com* Website on a worldwide basis and, therefore, the scope of the foregoing covenant is reasonable and necessary in order to protect the legitimate interest of Seller.
- 6.2 Non-Retention.** For a period of one (1) year after the Closing Date, neither Buyer nor Buyer Principal will, directly or indirectly, individually or jointly with others, solicit for employment, employ or retain as an independent contractor any of the employees of Seller employed by Seller on the Closing Date or as of November 18, 2008.
- 6.3 Damages and Equitable Relief.** (a) Buyer and Buyer Principal acknowledge and agree that any breach of Sections 6.1 and/or 6.2 by Buyer and/or Buyer Principal will cause the Seller irreparable injury and damage. Buyer and Buyer Principal, therefore, expressly

agree that Seller shall be entitled to injunctive and/or other equitable relief to prevent an anticipatory or continuing breach and to secure enforcement of any part of Sections 6.1, and/or 6.2. Nothing herein shall be construed as a waiver by Seller of any right it may now have or hereafter acquire to monetary damages by reason of any injury to its property, business or reputation or otherwise arising out of any such breach or any otherwise wrongful act or omission by Buyer and/or Buyer Principal.

(b) While the restrictions and covenants set forth in Sections 6.1 and/or 6.2 are considered by the parties to be reasonable in all the circumstances, it is recognized that restrictions and covenants of the nature in question may fail for technical reasons unforeseen, and accordingly it is hereby agreed and declared that if any of such restrictions or covenants shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of Seller but would be valid if part of the wording thereof were deleted or modified, the time period thereof reduced, the range of activities reduced in scope, the geographic area covered thereby reduced and/or any other modification made, the said restriction or covenant shall apply with such modifications as may be necessary to make it valid and effective. In case any one or more of the provisions of this Agreement should be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceable nature of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

- 6.4** Employees. Buyer shall offer employment to the employees listed on Schedule 6.4 (the "Employees") effective as of the day following the Closing Date. Buyer shall not assume any of Seller's obligations in respect of any of the Employees, and shall not be liable for any payments due to any of the Employees resulting from their employment by Seller through the Closing Date. Buyer shall not assume any employee benefit plans, policies or practices of Seller which have been applicable to the Employees, and shall not be liable for any entitlements which may be due thereunder. With respect to the Employees, (i) Seller shall be responsible for all sales commissions payable to the Employees in respect of Past Issues and the operation of the Website through the Closing Date; and (ii) Buyer shall be responsible for all sales commissions payable to the Employees in respect of Future Issues and the operation of the Website from and after the Closing Date. Notwithstanding the foregoing, Buyer shall be responsible for claims by any Employees for severance or other separation pay resulting from the termination of such Employee's employment by Seller or Buyer in connection with the transaction completed herein.
- 6.5** Accounts Receivable. Seller and Buyer shall promptly notify all account debtors of the Publication and the Website to remit payments relating to Future Issues to Buyer and payments relating to Past Issues to Seller. Seller shall promptly remit to Buyer any amount received by Seller from an account debtor associated with the Assets which relates to Future Issues. Buyer shall promptly remit to Seller any amount received by Buyer from an account debtor associated with the Assets which relates to Past Issues. Seller shall have the right to retain copies of all data, records and files related to current advertisers of the Publication to the extent useful in connection with Seller's efforts to collect any outstanding account receivables.

- 6.6 **Further Assurances.** Seller shall upon the request of Buyer and at the expense of Buyer, but without further consideration, do, execute, acknowledge, deliver and file, or shall cause to be done, executed, acknowledged, delivered or filed, all such further acts, deeds, transfers, conveyances, assignments or assurances as may be reasonably required to consummate the transaction contemplated in this Agreement.
- 6.7 **Communications.** Seller shall promptly remit to Buyer any insertion orders or other communications relating to Future Issues which are received by Seller from and after the Closing Date hereof.
- 6.8 **Seller's and Buyer's Access.** After the Closing Date and upon reasonable notice, each party will give the other party access to such information relating to the business of publishing, selling and distributing the Publication and the Website as is necessary for the requesting party's tax and/or accounting purposes.
- 6.9 **Expenses.** Buyer and Seller shall each bear its own respective expenses incurred in connection with this Agreement and the transaction contemplated herein. Buyer and Seller each represent and warrant to the other that no broker or finder has been engaged so as to create any liability for any brokerage or finder fees in connection with this transaction.
- 6.10 **Allocation of Consideration.** For all tax purposes, Seller and Buyer agree to report the transactions contemplated by this Agreement in a manner consistent with the terms of this Agreement, and neither Seller nor Buyer will take any position inconsistent therewith in any tax return in any refund claim, in any litigation or otherwise.

ARTICLE VII INDEMNITIES

- 7.1 **Survival of Representations and Warranties.** All of the representations and warranties made by Seller and by Buyer in this Agreement shall survive the Closing, but such representations and warranties (and the respective indemnification obligations in respect thereof) shall terminate one (1) year after the Closing, except as to claims for which notice has been received by the indemnifying party prior to such date.
- 7.2 **General Indemnification by Seller.** Seller agrees to protect, defend, indemnify and hold harmless Buyer and/or Buyer Principal and its successors and assigns, from, against and in respect of any and all losses, costs, damages, charges or expenses (including, without limitation, interest and reasonable attorney's fees) resulting from any misrepresentation, breach of any warranty or nonfulfillment of any agreement on the part of Seller contained in this Agreement.
- 7.3 **General Indemnification by Buyer and Buyer Principal.** Buyer and Buyer Principal, jointly and severally, agree to protect, defend, indemnify and hold harmless Seller and its successors and assigns, from, against and in respect of any and all losses, costs, damages,

charges or expenses (including, without limitation, interest and reasonable attorney's fees) resulting from (a) any misrepresentation, breach of any warranty or nonfulfillment of any agreement on the part of Buyer contained in this Agreement; (b) the management, business, operations, affairs and conduct of the business of the Publication, the Ancillary Products and the Website after the Closing Date; (c) the Assumed Liabilities; (d) any claim or asserted claim based upon, arising from or relating to Buyer's duties and obligations under the Settlement Agreement, or occurrences, events or activities taking place during or in connection with the performance of such duties or obligations from and after the Closing Date; and (e) any claim or asserted claim based upon, arising from or relating to Buyer's duties and obligations under that certain Assignment, Acceptance, Assumption, Consent and Release Agreement entered into by and among Seller, WRG and Buyer as of the Closing Date.

7.4 Notification of Claims. The parties shall, in a timely manner, provide each other with notice of all third party actions, suits, proceedings, claims, demands or assessments subject to the indemnification provisions of this Article VII (collectively, "Third Party Claims") brought at any time following the date hereof, and shall otherwise make available all relevant information material to the defense of any Third Party Claims against it. The indemnifying party shall have the right to control the defense of any such Third-Party Claim at its sole expense, with counsel of its choice reasonably satisfactory to the indemnified party, unless the nature of the claim creates an ethical conflict or otherwise makes it inadvisable for the same counsel to represent the indemnified party and the indemnifying party, so long as (a) the indemnifying party notifies the indemnified party in writing within ten (10) business days after the indemnified party has given notice of the Third Party Claim that the indemnifying party will indemnify the indemnified party from and against the entirety of any Losses the indemnified party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the claim or raised in the Third Party Claim, (b) the indemnifying party provides the indemnified party with evidence reasonably acceptable to the indemnified party that the indemnifying party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (c) the Third Party Claim involves only a claim for money damages and no other relief, and (d) the indemnifying party conducts the defense of the Third Party Claim actively and diligently. The indemnifying party shall not compromise or settle such Third Party Claim without the written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed. In all other cases the indemnified party may defend the claim or Third Party Claim with counsel of its choosing at the expense of the indemnifying party. The indemnified party may, at its own cost, participate in the investigation, trial and defense of any such Third Party Claim defended by the indemnifying party and any appeal arising therefrom. The parties shall cooperate with each other in connection with any defense in any notifications to insurers. If the indemnifying party fails to promptly and diligently assume the defense of such Third Party Claim after receipt of notice hereunder, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake the defense, compromise or settlement of such Third Party Claim with counsel of its own choosing at the expense of the indemnifying party and the indemnifying party shall have the right to

participate therein at its own cost. A party's failure to give timely notice or to provide copies of documents or to furnish relevant information in connection with any Third-Party Claim shall not constitute a defense (in whole or in part) to any claim for indemnification, except and only to the extent that such failure shall result in prejudice (as determined by a court of competent jurisdiction) to the indemnifying party.

ARTICLE VIII GENERAL

8.1 Waiver. Any failure of any party hereto to comply with any of its obligations or agreements or to fulfill any conditions herein contained may be waived only by a written waiver from the other parties. No failure by any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by any party preclude any other or future exercise of that right or any other right hereunder by that party.

8.2 Notices. All notices, requests or other communications required or permitted hereunder shall be given in writing by hand delivery, overnight courier, registered mail, certified mail or other recorded delivery, return receipt requested, postage prepaid, to the party to receive the same at its respective address set forth below, or at such other address as may from time to time be designated by such party to the other in accordance with this Section 8.2:

If to Buyer, to:

Ryan Communications Group, LLC
5318 E. 2nd Street, #542
Long Beach, CA 90803-5354
Attn: Jim Ryan, President/CEO

If to Seller, to:

Advanstar Communications Inc.
201 Sandpointe Avenue
Santa Ana, CA 92707-8700
Attn: Danny Phillips, EVP

with a copy to:

Advanstar Communications Inc.
9 Damonmill Square – Suite 6A
Concord, MA 01742
Attn: Ward Hewins, VP & General Counsel

All such notices and communications hereunder shall be deemed given when received, as evidenced by the acknowledgement of receipt issued with respect thereto by the applicable postal authorities or the signed acknowledgment of receipt of the person to whom such notice or communication shall have been addressed.

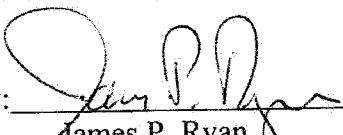
8.3 No Third Party Beneficiaries. Neither this Agreement nor any provision hereof shall create any right in favor of or impose any obligation upon any person or entity other than Buyer, Seller and their respective successors and assigns.

- 8.4 **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 8.5 **Entire Agreement.** The making, execution and delivery of this Agreement by the parties has been induced by no representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof, unless expressly referred to by reference herein or therein. This Agreement may be amended or modified only by an instrument signed by the parties or their duly authorized agents. This Agreement supersedes and terminates all prior discussions, negotiations, understandings, arrangements and agreements between the parties relating to the subject matter hereof.
- 8.6 **Counterparts.** This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 8.7 **Assignability.** Neither party hereto may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, either party may assign its rights, but not its obligations, under this Agreement to any other party without the consent of the non-assigning party. Any impermissible attempted assignment of this Agreement without such prior written consent shall be void.
- 8.8 **Successors and Assigns.** This Agreement and the provisions thereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- 8.9 **Governing Law.** The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Agreement shall be determined and enforced in accordance with the laws of the State of New York. Any action commenced by Buyer pursuant to this Agreement shall be brought in the Federal or State Courts located in Los Angeles County, California; provided that, if such courts do not have jurisdiction, such action may be brought in any court which has jurisdiction. Any action commenced by Seller pursuant to this Agreement shall be brought in the Federal or State Courts located in the Borough of Manhattan in the State of New York; provided that, if such courts do not have jurisdiction, such action may be brought in any court which has jurisdiction.


[Signatures Appear on Following Page]

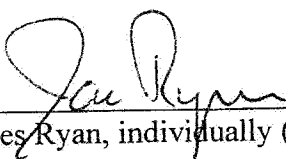
IN WITNESS WHEREOF, the parties have duly signed this Agreement the day and year first written above.

RYAN COMMUNICATIONS GROUP, LLC

By: 
James P. Ryan
President/CEO

ADVANSTAR COMMUNICATIONS INC.

By: 
Name: WARD D. HEVINS
Title: VICE PRESIDENT


James Ryan, individually (solely as to Sections 4.7, 5.4, 6.1, 6.2, 6.3 and 7.3)

SCHEDULE 1.1(i)

Certain Insertion Orders

Pub No.	Issue	Rep No.	Rep Name	Acct No.	Advertiser	Agy No.	Agency	Order No.	Ad Type	Size	Net Revenue	Frequency	Date Entered
282	20090101	225	BARTZ	4070073	SKYJACKER SUSPENSIONS	4137579	K T C MEDIA GROUP	293238	DIS	1.00	\$5,000.00	1	10/20/2008
282	20090101	233	PARRAL	4135474	ADVANCED ENGINE MANAGEMENT,INC	4137579	K T C MEDIA GROUP	293237	DIS	1.00	\$6,000.00	1	10/20/2008
											\$11,000.00		
285	20090101	225	BARTZ	4070073	SKYJACKER SUSPENSIONS			292860	DIS	0.50	\$2,038.30	12	10/16/2008
285	20090101	225	BARTZ	4145033	T & D MACHINE PRODUCTS			292866	DIS	0.25	\$970.70	6	10/16/2008
285	20090101	225	BARTZ	4140796	TRAXXAS			294662	DIS	1.00	\$2,500.00	3	10/31/2008
285	20090101	233	PARRAL	4135474	ADVANCED ENGINE MANAGEMENT,INC	4137579	K T C MEDIA GROUP	292874	DIS	0.67	\$2,415.70	9	10/16/2008
285	20090101	233	PARRAL	4136133	B F GOODRICH	4115380	MEDIACOM WORLDWIDE	293363	DIS	1.00	\$3,562.35	3	10/21/2008
285	20090101	233	PARRAL	4022123	MAXXIS INTL			292848	DIS	1.00	\$3,238.50	12	10/16/2008
285	20090101	233	PARRAL	4134648	RUSTY'S OFF ROAD			292850	DIS	0.33	\$1,755.25	12	10/16/2008
285	20090101	246	MILLER	4139587	DOETSCH SUSPENSION SYSTEMS			292849	DIS	0.33	\$1,515.55	12	10/16/2008
285	20090101	246	MILLER	4143769	SPARCO USA			292861	DIS	1.00	\$3,200.00	12	10/16/2008
285	20090101	246	MILLER	4139278	SUMMIT RACING			292865	DIS	0.67	\$2,656.25	1	10/16/2008
285	20090101	636	CONNORS	317080	YAMAHA MOTOR CORP	4059031	MARSHALL ADVERTISING DESIGN	292872	DIS	1.00	\$4,023.05	3	10/16/2008
											\$27,875.65		
285	20090202	225	BARTZ	4145033	T & D MACHINE PRODUCTS			292867	DIS	0.25	\$970.70	6	10/16/2008
285	20090202	225	BARTZ	4140796	TRAXXAS			294663	DIS	1.00	\$2,500.00	3	10/31/2008
285	20090202	233	PARRAL	4134648	RUSTY'S OFF ROAD			292851	DIS	0.33	\$1,755.25	12	10/16/2008
285	20090202	246	MILLER	4143769	SPARCO USA			292862	DIS	1.00	\$3,200.00	12	10/16/2008
											\$8,425.95		
285	20090303	225	BARTZ	4145033	T & D MACHINE PRODUCTS			292868	DIS	0.25	\$970.70	6	10/16/2008
285	20090303	233	PARRAL	4134648	RUSTY'S OFF ROAD			292852	DIS	0.33	\$1,755.25	12	10/16/2008
285	20090303	246	MILLER	4143769	SPARCO USA			292863	DIS	1.00	\$3,200.00	12	10/16/2008
											\$5,925.95		
285	20090404	225	BARTZ	4145033	T & D MACHINE PRODUCTS			292869	DIS	0.25	\$970.70	6	10/16/2008
285	20090404	233	PARRAL	4134648	RUSTY'S OFF ROAD			292853	DIS	0.33	\$1,755.25	12	10/16/2008
											\$2,725.95		
285	20090505	225	BARTZ	4145033	T & D MACHINE PRODUCTS			292870	DIS	0.25	\$970.70	6	10/16/2008
285	20090505	233	PARRAL	4134648	RUSTY'S OFF ROAD			292854	DIS	0.33	\$1,755.25	12	10/16/2008
											\$2,725.95		
285	20090606	225	BARTZ	4145033	T & D MACHINE PRODUCTS			292871	DIS	0.25	\$970.70	6	10/16/2008
285	20090606	233	PARRAL	4134648	RUSTY'S OFF ROAD			292855	DIS	0.33	\$1,755.25	12	10/16/2008
											\$2,725.95		
285	20090707	233	PARRAL	4134648	RUSTY'S OFF ROAD			292856	DIS	0.33	\$1,755.25	12	10/16/2008
											\$1,755.25		
285	20090808	233	PARRAL	4134648	RUSTY'S OFF ROAD			292857	DIS	0.33	\$1,755.25	12	10/16/2008
											\$1,755.25		
285	20090909	233	PARRAL	4134648	RUSTY'S OFF ROAD			292858	DIS	0.33	\$1,755.25	12	10/16/2008
											\$1,755.25		
285	20091010	233	PARRAL	4134648	RUSTY'S OFF ROAD			292859	DIS	0.33	\$1,755.25	12	10/16/2008
											\$1,755.25		
											\$68,426.40		

TRADEMARK

SCHEDULE 1.1(j)

Certain Prepaid Expenses

None

SCHEDULE 1.1(i)

Certain Subscription Contracts

Type Report - Current Issue **PROJECTED**

Advantstar Communications CUST
Run Date : 12/04/08
Product : DSM DIRT SPORTS MAGAZINE
Issue Date : 01/01/09

	Copies	#Subs	Grace	Copies	#Subs	Credit	Copies	#Subs	Digital Print
PAID SUBSCRIBERS:									
0011 QUALIFICATION NOT DETERMINED	13133	13133	3256	3256	141	141	141	141	13133
0012 NQP/SPONSORED INDV ADDR-GROUP	7	7	1	1	1	1	1	1	7
0014 NQP/SPONSORED INDV ADDR - GIFT	426	426	225	225	5	5	5	5	426
001H INDIVIDUAL OP - NEIGHBORHOOD	2982	2982							2982
003R RESELLER MULTI-COPY SAME ADDR	10	1							10
Total Paid	16558	16549	3482	3482	146	146	146	146	16558
NON PAID SUBSCRIBERS:									
0031 QUALIFIED FREE INDIVIDUAL	600	600							600
0040 VERIFIED/FREE INDVDL/OPT-OUT	2271	2271							2271
0041 VERIFIED/FREE INDVDL/NO OPTOUT	6	6							6
0046 VERIFIED MULTI COPY SAME ADDR	10200	49							10200
Total Non Paid	13077	2926							12477
Total Qualified	29635	19475	3482	3482	146	146	146	146	29035
COMP SUBS:									
0091 COMP FREE EXCHANGE	1	1							1
0093 COMP FREE OTHER	139	122							139
0095 PUBLISHERS STAFF DISTRIBUTION	38	19							38
0096 MANDATORY ADVANTSTAR STAFF CPS	112	36							112
0099 LIMITED TERM COMPLIMENTARY	3	3							3
Total Comps	293	181							293
PAID/NON QUAL SUBS:									
?									
? Not on file									
Total Paid/Non Qual									
NON PAID/NON QUAL SUBS:									
?									
? Not on file									
Total Non Paid									
Total Non Qual									
REPORT TOTALS									
	29928	19656	3482	3482	146	146	146	146	29328

	Issues Remaining	Sub Amt \$	Total Def \$	Current Def \$	Long Term \$
DSM Active Paid Totals:	158690	260357.22	140635.93	109052.83	31583.10
Average Price/Copy:		.89			
DSM Active Credit Totals:	3191	3723.10	3600.32	3207.81	392.51
Average Price/Copy:		1.13			
DSM Inactive Totals:	293	258.75	237.72	228.74	8.98
Average Price/Copy:		.81			
DSM PRODUCT TOTALS:	162174	264339.07	144473.97	112489.38	31984.59
Average Price/Copy:		.89			
Report Totals:	162174	264339.07	144473.97	112489.38	31984.59

SCHEDULE 1.1(m)

Assumed Contracts

None, other than (i) the Settlement, Mutual Release of Claims, and Co-Existence Agreement effective January 23, 2007, by and between Seller and World Racing Group, Inc. (formerly known as DIRT MotorSports, Inc.); (ii) the Insertion Orders; and (iii) the Subscription Contracts

SCHEDULE 1.1(n)

Tangible Assets

None

SCHEDULE 1.3(c)

Future Liabilities

None

SCHEDULE 1.3(d)

Past Liabilities

None

SCHEDULE 6.4

Employees

Kurt Miller

Jacque Parral

CONSENT TO ACTION BY MEMBERS

By signing this document, the undersigned members of Ryan Communications Group, LLC, a Delaware limited liability company (the "Company"), consent to the taking of the following actions in accordance with the terms of the Operating Agreement of the Company:

RESOLVED, that Company has elected to purchase certain assets and trademarks from Advanstar Communications, Inc., more fully set forth in the Asset Purchase Agreement dated as of December 12, 2008 (attached hereto as Exhibit "A"), between Advanstar Communications, Inc., Ryan Communications Group, LLC, and Jim Ryan, individually (the "APA"), and to assume all responsibility and liability set forth therein:

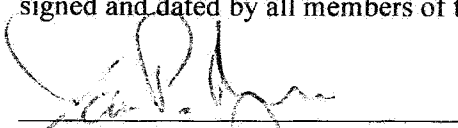
Dirt Sports Magazine
www.dirtsportsmag.com
Voice of Off-Road Motorsports

RESOLVED, that Company has agreed to pay Advanstar Communications, Inc. the sum of \$40,000, due and payable no later than December 12, 2009, as more fully set forth in the Promissory Note dated as of December 12, 2008 (the "Promissory Note") (attached hereto as Exhibit "B").

RESOLVED, that Company has agreed to the terms and conditions set forth in a Settlement, Mutual Release of Claims, and Co-Existence Agreement between Advanstar Communications, Inc. and World Racing Group, Inc. (formerly known as DIRT MotorSports, Inc.), dated as of January 23, 2007 (the "Settlement Agreement") (attached hereto as Exhibit "C"), and as more fully set forth in the Assignment, Acceptance, Assumption, Consent and Release Agreement between World Racing Group, Inc., Advanstar Communications, Inc., and James Ryan, individually or an entity affiliated with James Ryan, dated as of December 12, 2008 (the "Assignment Agreement") (attached hereto as Exhibit "D").

RESOLVED, that Exhibits A, B, C and D, attached to this Consent to Action by Members, is approved by the members of the Company, and the managers of the Company are authorized and directed to do all things necessary to complete the closing of Exhibits A, B, C and D provided for in this Consent to Action by Members, and to carry out the terms and conditions set forth in Exhibits A, B, C and D.

The actions taken will be effective when this Consent to Action by Members has been signed and dated by all members of the Company.


James P. Ryan

Dated: December 12, 2008


Marianette Provenzano

Dated: December 8, 2008