

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertical Web Media, L.L.C.		11/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	George Little Management, LLC		
Street Address:	1133 Westchester Avenue		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10604		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3375960	INTERNET RETAILER	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6502515118		
Email:	jmull@stblaw.com		
Correspondent Name:	Roxana Niktab		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	001259/0001		
NAME OF SUBMITTER:	J. Jason Mull		
Signature:	/J. Jason Mull/		

Date:

11/26/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”), is effective as of November 7, 2012 (“Effective Date”).

WHEREAS, Vertical Web Media, L.L.C., a Delaware limited liability company with a principal place of business located at 125 S. Wacker Drive, Suite 2900, Chicago, IL 60606 (“Licensor”), is the owner of trademark registration number **3,375,960** as issued by the United States Patent and Trademark Office for the trademark INTERNET RETAILER in Class 35 (“Mark”), which includes the rights to use such trademark for arranging, organizing, and conducting trade shows, exhibitions, and presentations in the field of advertising and merchandising;

WHEREAS, George Little Management, LLC is a Delaware limited liability company with a principal place of business located at 1133 Westchester Avenue, White Plains, NY 10604 (“Licensee”);

WHEREAS, the Licensor and the Licensee, among others, have entered into certain Asset Purchase Agreement dated as of November 7, 2012 (“Asset Purchase Agreement”);

WHEREAS, in connection with the Asset Purchase Agreement, the Licensor and the Licensee entered into certain Trademark License Agreement dated as of November 7, 2012 (“Trademark License Agreement”), pursuant to which the Licensor has agreed to grant to Licensee an exclusive license to use the names “*Internet Retailer Conference and Exhibition*”, “*Internet Retailer Web Design & Usability Conference*”, and “*Internet Retailer Mobile Marketing & Commerce Forum* and the Mark (collectively, the “Licensed Names”). in each case for the purpose of arranging, organizing, marketing, selling, supporting and conducting annual events conducted under the Licensed Names and any other trade shows, exhibitions, presentations or conferences owned or managed by Licensee or its affiliates, in each case serving the e-commerce, Internet retailing and/or mobile commerce and marketing industries (the “Licensed Field”);

WHEREAS, pursuant to the Trademark License Agreement, the Licensor has granted to the Licensee a continuing security interest in and first lien upon the current and future Licensed Names, with respect to all of Licensor’s rights therein in the Licensed Field; and

WHEREAS, the Licensor and the Licensee by this instrument seek to confirm and make a record of the grant of a security interest in the current and future Licensed Names for the purposes of recording the security interest at the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Licensor agrees, for the benefit of the Licensee, 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 or provided by reference in the Asset Purchase Agreement and the Trademark License Agreement.

SECTION 2. Grant of Security Interest. Licensors hereby grants to the Licensee a continuing security interest in and first lien upon the current and future Licensed Names, with respect to all of Licensors' rights therein in the Licensed Field.

SECTION 3. Purpose. This Agreement has been executed and delivered by Licensors for the purpose of recording the grant of security interest herein with the USPTO. The security interest granted hereby has been granted to the Licensee in connection with the Trademark License Agreement and is expressly subject to the terms and conditions thereof. The Trademark License Agreement (and all rights and remedies of the Licensee therein) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Licensors does hereby further acknowledge and affirm that the rights and remedies of the Licensee with respect to the security interest in the current and future Licensed Names granted hereby are more fully set forth in the Trademark License Agreement, the terms and provisions of which (including the remedies provided for Licensee therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Trademark License Agreement, the terms of the Trademark License Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, this instrument has been executed this 7th day of November, 2012.

Vertical Web Media, L.L.C.

By: [Signature]

Name: JOHN F. LOVE

Title: CEO

On this 7th day of NOVEMBER, 2012, did appear John F. Love who to me personally known, did depose and say that s/he is CEO of Vertical Web Media, L.L.C., and is authorized to execute the foregoing instrument on behalf of said corporation.

[Signature]
Notary Public



[Signature Page to Trademark Security Agreement]

George Little Management, LLC

By: _____

Name: Douglas B. Smith

Title: CFO & CAO

On this 7th day of November, 2012, did appear Douglas B. Smith who to me personally known, did depose and say that s/he is CFO + CAO of George Little Management, LLC, and is authorized to execute the foregoing instrument on behalf of said corporation.

James K. Landau
Notary Public

JAMES K. LANDAU
Notary Public, State of New York
No. 02LA6194418
Qualified in Westchester County
Commission Expires 9/28/20 12

[Signature Page to Trademark Security Agreement]