

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Questex Media Group, Inc.		08/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Davilew Productions, LLC		
Street Address:	2601 Ocean Park Blvd., Suite 200		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2055343	ABILITIES EXPO	
CORRESPONDENCE DATA			
Fax Number:	3123726685		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 263-3001		
Email:	njb@howehutton.com		
Correspondent Name:	Nathan J. Breen		
Address Line 1:	20 N. Wacker Dr., Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Nathan J. Breen		
Signature:	/Nathan J. Breen/		
Date:	01/30/2013		
Total Attachments: 24			

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of August 1, 2008, by and between QUESTEX MEDIA GROUP, INC., a Delaware corporation with its principal place of business at 275 Grove Street, Suite 2-130, Newton, Massachusetts (the "Seller"); and DAVILEW PRODUCTIONS, LLC, a California limited liability company with its principal place of business at 2601 Ocean Park Boulevard, Suite 200, Santa Monica, California (the "Purchaser"). Purchaser and Seller are referred to collectively herein as the "Parties."

WHEREAS, Seller is engaged, among other things, in the business of organizing, promoting and producing the trade shows and expositions known collectively as *Abilities Expo* (the "Event"); and

WHEREAS, Purchaser desires to acquire certain assets of Seller related to the Event, and Seller is willing to sell such assets to Purchaser.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and covenants contained herein, and on the terms and subject to the conditions stated herein, the Parties agree as follows:

Section 1. Purchase and Sale of the Assets.

1.01. Purchase and Sale of Assets. On the Closing Date (as defined below), Seller shall sell, convey and assign to Purchaser, and Purchaser shall purchase from Seller, free and clear of all liens, claims, charges, security interests, mortgages, pledges, easements, conditional sale or other title retention agreements, defects in title, covenants, restrictions on transfer or other restrictions of any kind ("Encumbrances") all right, title and interest in and to the following assets (collectively, the "Assets"):

1.01.1. Any and all data, in any form or media, lists of exhibitors, prospects, attendees, customers and sponsors, vendors, promotional lists, and contact lists maintained by or on behalf of Seller relating exclusively to the Event;

1.01.2. any and all tangible personal property, physical assets and equipment owned by Seller and used exclusively in connection with the organization, promotion and production of the Event, and all brochures, catalogues, mailers, photographs, plans, layouts, designs, manuscripts, artwork, signage and banners relating exclusively to the Event;

1.01.3. the Intellectual Property, the goodwill associated therewith, all licenses and sublicenses granted and obtained with respect thereto, and all rights thereunder, all remedies against infringements thereof, and all rights to protection of interests therein under the laws of all jurisdictions;

1.01.4. the Assigned Agreements;

1.01.5. all accounts, notes, and other receivables, and any security therefor, relating exclusively to Event to the extent Post-Closing Attributable;

1.01.6. all claims, deposits, advances, credits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment (including any such item relating to the payment of taxes), relating exclusively to Event to the extent Post-Closing Attributable

1.01.7. all franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, relating exclusively to Event to the extent Post-Closing Attributable; and

1.01.8. all books, records, ledgers, files, documents, correspondence, lists, architectural plans, drawings and specifications, creative materials, advertising and promotional materials, studies, analyses, business plans, budgets, forecasts, surveys, reports, and other printed or written materials relating exclusively to Events.

1.02. Excluded Assets. Anything in Section 1.01 to the contrary notwithstanding, the Assets do not include any assets used or intended for use in connection with any businesses of Seller other than the Event.

1.03. Purchase Price. The total purchase price for the Assets is \$[REDACTED] increased (or decreased if negative) by the Closing Adjustment Amount as set forth on the Pre-Closing Statement (the "Estimated Closing Adjustment Amount"), which shall be paid to Seller at the Closing (as defined below) by wire transfer or delivery or other immediately available funds.

1.04. Liabilities. At the Closing, Purchaser shall be assume only those debts, obligations, responsibilities, contracts, losses, damages, claims, obligations, expenses and other liabilities (collectively, "Liabilities") which (a) arise from, or are related to, ownership of the Assets by Purchaser after the Closing, and (b) are described on Schedule 1.04 annexed hereto (collectively, the "Assumed Liabilities"). Seller shall be liable for all Liabilities, which arise from, or are related to, ownership of the Assets by Seller other than Assumed Liabilities.

1.05. No Other Debts, Obligations or Liabilities Assumed. Except as expressly set forth in Section 1.04, Purchaser does not assume and shall not be liable for any of the Liabilities of Seller of any nature whatsoever.

1.06. Allocation of Purchase Price. The Parties agree to allocate the Purchase Price (and all other capitalizable costs) among the Assets and the non-competition covenant contained in Section 5.05 for all purposes (including financial accounting and tax purposes) in accordance with the allocation schedule set forth on Schedule 1.06. Seller and Purchaser shall each prepare and file its own income tax returns in a manner consistent with such allocation, except as may be adjusted by subsequent agreement or by tax authority audit or by court decision.

1.07. Transfer Taxes. Seller shall pay all sales, purchase, transfer, use, value-added and comparable taxes imposed upon or arising out of the sale and transfer of the Assets contemplated by this Agreement.

Section 2. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

2.01. Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of Delaware, its state of incorporation. Seller has the requisite corporate power and authority to own and operate its assets and properties and to carry on its business as now being conducted and is duly qualified or registered as a foreign corporation to transact business in any jurisdiction where the operation of the Event requires Seller to be so registered.

2.02. Authorization. The execution, delivery, and performance by Seller of this Agreement are within the corporate power of Seller, have been duly authorized by all necessary corporate action on the

part of Seller, and do not contravene or constitute a default under any provision of the certificate of incorporation or bylaws of Seller. This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally.

2.03. Absence of Consent Requirements. The execution, delivery, and performance by Seller of this Agreement do not require any action by or in respect of, any filing with, or any consent of, any governmental body, agency, or official, or any other third party, where the failure to take such action or to make any such filing would materially and adversely interfere with, or impair the lawful consummation of, the transactions contemplated hereby.

2.04. Non-contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject or any provision of the certificate of incorporation or bylaws of Seller, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, lease, license, instrument, or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject. Seller is under no obligation to give any notice to, make any filing with, or obtain any authorization, consent or approval of, any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

2.05. Brokers' Fees. Seller has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Purchaser could become liable or obligated.

2.06. Title. Seller is the lawful owner of the Assets and will convey same to Purchaser at the Closing free and clear of any Encumbrance, prior assignment, option, or other Encumbrance or right of any third party. The delivery to Purchaser of the instruments of transfer of ownership contemplated by this Agreement will vest good and marketable title to the Assets in Purchaser, free and clear of all Encumbrances.

2.07. Event Financial Statements. Seller has previously delivered to Purchaser financial statements covering historical profit and loss data for each of the Events for fiscal year ended December 31, 2007, and for the partial-year period through May 13, 2008 (the "Financial Statements"). The Financial Statements have been prepared from the records of Seller and in accordance with Seller's internal accounting practices consistently applied throughout the periods covered thereby, are true, complete and accurate in all material respects, and fairly present in all material respects the financial condition of the Event as of the dates indicated therein and results of operations of the Event for the periods specified therein.

2.08. Absence of Certain Changes. Since December 31, 2007, there has not been (i) any material adverse change in the business, financial condition, operations, results of operations, or future prospects of Seller relating to the Event or the Assets, taken as a whole; (ii) any sale, lease, transfer, or assignment of any of Seller's assets, tangible or intangible, relating to, or used or useful in, the Event; (iii) any damage, destruction or loss, whether covered by insurance or not, materially and adversely affecting the properties and business of Seller relating to the Event or the Assets; (iv) any other material occurrence, event, incident, action, failure to act, or transaction relating to the Event or the Assets, outside the ordinary course of business; or (v) any commitment of Seller to any of the foregoing.

2.09. No Undisclosed Liabilities, etc. Seller has no material Liabilities (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any material Liability), either accrued, absolute, contingent or otherwise, arising from or relating to the Assets or to the ownership, organization, promotion, sponsorship, or conduct of the Event to the extent Post-Closing Attributable, except for, and only to the extent of, Liabilities (a) set forth or described either in the Financial Statements, or (b) incurred in the normal and ordinary course of the business of the Event consistent with past practices since the most recent date of the Financial Statements.

2.10. Compliance with Laws. Seller has complied and is complying in all material respects with all laws, rules, regulations, ordinances, statutes, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder of federal, state, local, and foreign governments (and all agencies thereof), and all other requirements of any governmental, regulatory or administrative agency or authority, or court or other tribunal, relating to the Assets or the Event.

2.11. Tax and Other Returns and Reports. Seller has duly and timely filed or caused to be duly and timely filed, and/or will prepare and file or cause to be prepared and filed, all tax reports and returns relating to the Assets or the Event and required to be filed by it on or before the Closing Date, and has duly and timely paid, withheld or collected or has caused to be duly and timely paid, withheld or collected, or will duly and timely pay, withhold or collect or will cause to be duly and timely paid, withheld or collected, all taxes shown to be due on such reports and returns or claimed to be owed by it by federal, state and local taxing authorities that relate thereto. For purposes of this Agreement, the term "tax" shall include all federal, state, local and foreign income taxes and all taxes of any other kind.

2.12. Intellectual Property.

2.12.1. For purposes of this Agreement, "Intellectual Property" means all of the following, owned by or licensed to Seller and relating exclusively to the Event: (i) trademarks, trade names, service marks, service names, brands (including the name, "Abilities Expo"), trade dress and logos, other indications of origin, all translations, adaptations, derivations and combinations thereof, and all goodwill and activities associated therewith, and all registrations, applications, recordings, licenses, and common-law rights pertaining to the foregoing; (ii) all inventions (whether patentable or unpatentable and whether or not reduced to practice), discoveries, improvements, ideas, know-how, formula methodology, processes, technology, algorithms, computer software or firmware (including password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, specifications and data), and all applications and patents in any jurisdiction pertaining to the foregoing, including re-issues, continuations, divisions, continuations-in-part, revisions, renewals or extensions; (iii) trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (iv) copyrights in writings, designs, software, mask works or other works, applications or registrations in any jurisdiction for the foregoing and all moral rights related thereto; (v) proprietary data, databases and database rights, formulae, research and development data; (vi) Internet Web sites, domain names, rights of privacy and publicity, moral rights, and proprietary rights of any kind or nature, however denominated, throughout the world in all media now known or hereafter created, and applications and registrations pertaining thereto (including "www.abilitiesexpo.com") and all intellectual property used in connection with or contained in all versions of Seller's Web sites relating to the Event; (vii) all rights under agreements relating to the foregoing; (viii) books and records pertaining to the foregoing; (ix) all copies and tangible embodiments thereof (in whatever form or medium); and (x) claims or causes of action arising out of or related to past, present or future infringement, misappropriation or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto.

2.12.2. Schedule 2.12 includes a complete and accurate list of all Intellectual Property used by Seller exclusively in the operation of the Event as currently conducted. Seller currently owns and has good and exclusive title to, or has licenses sufficient for the conduct of the Event as presently conducted, each item of the Intellectual Property, free and clear of Encumbrances and any obligation to pay any licensing fee, royalty or other payment, and has the right to transfer all of the Intellectual Property in accordance with the terms of this Agreement. No claims have been asserted or, to Seller's knowledge, threatened by any person contesting the ownership, license or use by Seller of any Intellectual Property or challenging or questioning the validity of any Intellectual Property. To Seller's knowledge, the use of the Intellectual Property by Seller does not infringe on the rights of any person. Seller does not owe any royalties to any person for the use of any Intellectual Property and, to Seller's knowledge, no third party has any right to use any Intellectual Property. Except as otherwise noted on Schedule 2.12, the Intellectual Property constitutes all of the intellectual property used by the Seller in the conduct of the Event or necessary for the conduct of the Event as currently conducted.

2.13. Assigned Agreements. Attached hereto as Schedule 2.13 is a listing of all contracts to which Seller is a party relating to its ownership of the Assets or its conduct of the Event to the extent Post-Closing Attributable (the "Assigned Agreements"). Seller has furnished to Purchaser true and complete copies of all written Assigned Agreements, including all amendments and supplements thereto. There are no oral Assigned Agreements. With respect to each Assigned Agreement, (i) it is legal, valid, binding, enforceable, and in full force and effect; (ii) Seller has performed each term, covenant and condition of each of the Assigned Agreements, (iii) Seller is not in material breach under any Assigned Agreement, (iv) Seller is unaware of the existence of any default by any other party under any Assigned Agreement, and (v) Seller is not aware that any other party to any Assigned Agreement has a present intention to breach such Assigned Agreement. Except for those Assigned Agreements that require consent or approval for assignment as more particularly described in Schedule 2.13, Seller's right, title and interest in and to each Assigned Agreement is fully assignable to Purchaser without the consent or approval of any other person or entity.

2.14. Litigation. There is no claim or legal, administrative, governmental, arbitration or other action, proceeding or investigation pending or, to Seller's knowledge, threatened against, or involving Seller and relating to the Event or which questions or challenges the validity of this Agreement or any action taken or to be taken by Seller pursuant to this Agreement, or which would materially and adversely affect the Assets or the Event.

2.15. Accuracy of Disclosure. No representation or warranty by Seller in this Agreement and no statement or certificate furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or, to the best of Seller's knowledge and belief, omits to state a material fact necessary to make the statements therein not misleading. To Seller's knowledge, Seller has disclosed to Purchaser all material facts pertaining to the transactions contemplated by this Agreement.

Section 3. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

3.01. Organization and Good Standing. Purchaser is a limited liability company, duly organized, validly existing, and in good standing under the laws of California. Purchaser has the requisite power and authority to own and operate its assets and properties and to carry on its business as now being conducted.

3.02. Authorization. The execution, delivery, and performance by Purchaser of this Agreement are within the power of Purchaser, have been duly authorized by all necessary action on the part of

Purchaser, and do not contravene or constitute a default under any provision of the articles of organization or operating agreement of Purchaser. This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligations of Purchaser, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, moratorium, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally.

3.03. Absence of Consent Requirements. The execution, delivery, and performance by Purchaser of this Agreement do not require any action by or in respect of, any filing with, or any consent of, any governmental body, agency, or official, or any other third party, where the failure to take such action or to make any such filing would materially and adversely interfere with, or impair the lawful consummation of, the transactions contemplated hereby.

3.04. Non-contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Purchaser is subject or any provision of the articles of organization or operating agreement of Purchaser, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any agreement, contract, lease, license, instrument, or other arrangement to which Purchaser is a party or by which it is bound or to which any of its assets is subject. Purchaser is under no obligation to give any notice to, make any filing with, or obtain any authorization, consent or approval of, any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

3.05. Litigation. There is no claim or legal, administrative, governmental, arbitration or other action, proceeding or investigation pending or, to Purchaser's knowledge, threatened against, or involving Purchaser which questions or challenges the validity of this Agreement or any action taken or to be taken by Purchaser pursuant to this Agreement.

3.06. Brokers' Fees. Purchaser has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

Section 4. Closing.

4.01. Date of Closing. The Closing provided for in this Agreement, and the consummation of the transactions contemplated hereby (referred to in this Agreement as the "Closing" and the date thereof as the "Closing Date"), will take place simultaneously with the execution of this Agreement, at such location and at such time and place as may be mutually agreed upon among the Parties, but failing such agreement, at 10:00 a.m. on the Closing Date at the offices of Purchaser at the address set forth in Section 12 below.

4.02. Deliveries by Seller. At or before the Closing, Seller will deliver, or cause to be delivered, to Purchaser, in each case in form and substance reasonably satisfactory to Purchaser, against the deliveries by Purchaser specified in Section 4.03:

4.02.1. the Bill of Sale and Assignment and Assumption Agreement, and Assignment of Trademarks and Applications in the forms attached hereto as Exhibits 4.02.1-1 and 4.02.1-2;

4.02.2. such other documents duly executed by Seller (or such other party as is to be bound thereby) and acknowledged where appropriate, such as assignments, endorsements, and other

instruments of conveyance and transfer, as shall be necessary or appropriate (in form suitable, if applicable, for filing, recordation or registration) to assign, convey and transfer to Purchaser all right, title and interest in and to the Assets; and

4.02.3. control and legal custody over all tangible Assets, provided, Seller shall retain during the transition term described in Section 5.06 all books and records (or copies thereof) related to the Post-Closing Attributable Events (including the upcoming Minneapolis Event currently scheduled for September 12-14, 2008 (the "Minneapolis Event")), in any and all media, including customer lists, advertising files, and data relating to sponsors, exhibitors and attendees, necessary or desirable for Seller to satisfy its transition assistance obligations under Section 5.06.

4.03. Deliveries by Purchaser. At the Closing, Purchaser will deliver, or cause to be delivered, as appropriate, in each case in form and substance reasonably satisfactory to Seller, against the deliveries specified in Section 4.02:

4.03.1. the payment contemplated by Section 1.03; and

4.03.2. the Bill of Sale and Assignment and Assumption Agreement, and Assignment of Trademarks and Applications in the forms attached hereto as Exhibits 4.02.1-1 and 4.02.1-2.

4.04. Closing Adjustment; Pre-Closing Revenues and Expenses.

4.04.1. Seller has delivered to Purchaser a certificate setting forth its calculation and supporting documentation of the Closing Adjustment Amount (as defined herein), to which Purchaser hereby gives its consent (the "Pre-Closing Statement").

4.04.2. As promptly as possible and in any event within thirty (30) days following the Closing Date, Seller will prepare or cause to be prepared, and will provide to Purchaser, a certificate setting forth its calculation and supporting documentation of the Closing Adjustment Amount (the "Closing Statement"). Purchaser will have reasonable access to the workpapers used by Seller in the preparation of the Closing Statement. Except in the case of fraud or intentional misrepresentation, the Closing Statement will be final, conclusive and binding on the parties unless Purchaser provides a written notice (a "Dispute Notice") to Seller no later than the twentieth (20th) day after delivery of the Closing Statement setting forth in reasonable detail (i) any item on the Closing Statement which Purchaser believes is not materially correct, and (ii) the correct amount of such item. Except in the case of fraud or intentional misrepresentation, any item or amount to which no dispute is raised in the Dispute Notice will be final, conclusive and binding on the parties.

4.04.3. Purchaser and Seller will attempt to resolve the matters raised in a Dispute Notice in good faith. In the event such matters are not resolved within ten (10) business days after delivery of the Dispute Notice, either Purchaser or Seller may provide written notice to the other that it elects to submit the disputed items to a nationally recognized independent accounting firm chosen jointly by Purchaser and Seller (the "Working Capital Arbitrator"). The Working Capital Arbitrator will promptly, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, review only those items and amounts specifically set forth and objected to in the Dispute Notice. The fees and expenses of the Working Capital Arbitrator shall be allocated between Seller, on the one hand, and Purchaser, on the other hand, in the same proportion that the aggregate amount of such remaining disputed items so submitted to the Working Capital Arbitrator that is unsuccessfully disputed by each such party (as finally determined by the Working Capital Arbitrator) bears to the total amount of such remaining disputed items so submitted. Except in the case of fraud or intentional misrepresentation, the decision of the Working Capital Arbitrator with respect to the Closing Statement submitted to it will be

final, conclusive and binding on the parties. Each of the parties to this Agreement agrees to use its commercially reasonable efforts to cooperate with the Working Capital Arbitrator and to cause the Working Capital Arbitrator to resolve any dispute no later than forty-five (45) business days after the delivery of the submission of such matter to the Working Capital Arbitrator.

4.04.4. Promptly, and in any event no later than the fifth (5th) business day, after final determination of the Closing Statement in accordance with Section 4.04.2 or Section 4.04.3 (the "Final Statement"), (i) if the amount of the Closing Adjustment Amount reflected on the Final Statement exceeds the Estimated Closing Adjustment Amount, then Purchaser will pay to Seller such excess; and (ii) if the amount of the Closing Adjustment Amount reflected on the Final Statement is less than Estimated Closing Adjustment Amount, then Seller will pay to Purchaser the amount of such shortfall.

4.04.5. For purposes hereof, "Closing Adjustment Amount" means an amount equal to (i) the sum of all third party expenses paid by Seller prior to the Closing to the extent Post-Closing Attributable and approved by Purchaser, minus (ii) the sum of all current Liabilities, including but not limited to accounts payables, deferred revenue, accrued taxes, accrued by Seller prior to the Closing to the extent Post-Closing Attributable, in each case, determined in accordance with Seller's internal accounting principles, consistently applied throughout the periods covered thereby; and "Post-Closing Attributable" means, with respect to any asset or Liability, the portion of such asset or Liability attributable to the organization, production, marketing or sale of any Post-Closing Services; and "Post-Closing Services" means all services of the Event that end or are performed after the Closing Date. Purchaser represents, warrants and covenants that all receipts, income and revenue received on or prior to Closing that is Post-Closing Attributable is or will be recorded as "deferred revenue" for purposes of determining the Closing Adjustment Amount.

4.04.6. Seller and Purchaser shall make the necessary payments contemplated by this Section 4.04 in immediately available funds to effect the foregoing.

Section 5. Post-Closing Covenants.

5.01. General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 7 below). Upon Purchaser's request and at Purchaser's expense, Seller shall, during the remaining term of each Assigned Contract for which a consent of a third party to assignment has not yet been obtained, as set forth on Schedule 2.13, use its commercially reasonable efforts to obtain such consent.

5.02. Litigation Support. In the event and for so long as any Party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand in connection with (i) any transaction contemplated under this Agreement, or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving the Assets and/or the Event, each of the other Parties will cooperate with it and its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 7 below).

5.03. Transition. Seller will take no any action that is designed or intended to have the effect of discouraging any lessor, licensor, customer, supplier or other business associate of Seller from

maintaining the same business relationships with Purchaser after the Closing as it maintained with Seller prior to the Closing. Subject to the provisions of Section 5.06, Seller will refer all customer inquiries relating to the Event to Purchaser from and after the Closing.

5.04. Confidentiality. Seller will treat and hold as such all of the "Confidential Information" (as below defined), refrain from using any of the Confidential Information except in connection with this Agreement, and deliver promptly to Purchaser or destroy, at the request and option of Purchaser, all tangible embodiments (and all copies) of the Confidential Information which are in its or his possession. For purposes of this Agreement, the term "Confidential Information" includes any and all information concerning finances, marketing, organization and technical data, production, processes, business methods and manuals, contracts, subscription lists, advertiser lists, exhibitor lists, attendee lists, prospect lists, customer and vendor lists, advertising agreements, stock ownership, and all other information relating to the Assets and/or the Event, except to the extent the information is necessary for Seller's non-Event or non-Asset related business. The foregoing notwithstanding, Confidential Information shall not include any information, which is in the public domain, or thereafter becomes part of the public domain other than by disclosure in violation of this Agreement. In the event that Seller is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Seller will notify Purchaser promptly of the request or requirement so that Purchaser may seek an appropriate protective order or waive compliance with the provisions of this Section 5.04. If, in the absence of a protective order or the receipt of a waiver hereunder, Seller is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, Seller may disclose the Confidential Information to the tribunal; provided, however, that Seller shall use its and his best efforts to obtain, at the request of Purchaser, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Purchaser shall designate.

5.05. Covenants Not to Compete, Solicit.

5.05.1. Commencing on the Closing Date and continuing for a period of two (2) years thereafter, Seller will not, and will cause its affiliates to not, directly or indirectly, (i) engage, or be interested as principal, agent, partner, member, co-venturer, stockholder, consultant, contractor, manager, officer, employee or otherwise, in any business that is competitive with the Event; or (ii) solicit, induce or hire, or in any manner attempt to solicit, induce or hire, any person employed by, or as agent of, Purchaser to terminate such person's employment or agency, as the case may be, with Purchaser; or (iii) divert, or attempt to divert, any person, concern, or entity from doing business with Purchaser, or attempt to induce any such person, concern or entity to cease being a customer or supplier of Purchaser. Any (x) business or property acquired or started by Seller after the Closing Date and (y) any successor or assign of Seller or its affiliate shall be subject to the foregoing restrictions.

5.05.2. Because the breach or threatened breach of the covenants contained herein would result in irreparable injury to Purchaser for which Purchaser will not have an adequate remedy at law, Purchaser will be entitled to equitable remedies, including a decree of specific performance and temporary and permanent injunctive relief, to enforce the covenants contained in this Section 5.05, as well as any and all other remedies to which Purchaser may be entitled at law.

5.05.3. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.05 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to

expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

5.06. Transition Assistance.

5.06.1. Seller shall provide, or cause to be provided, to Purchaser the following transition services to ensure a smooth transition of the operations of the Event to Purchaser:

- (a) During the period beginning on the Closing Date through and including September 15, 2008, Seller shall provide, or cause to be provided, to Purchaser the sales, marketing and operations services presently provided by Seller's Event operations manager, two dedicated Event sales persons and Event sales coordinator.
- (b) During the period beginning on the Closing Date through and including October 31, 2008, Seller shall provide, or cause to be provided, to Purchaser, (i) the sales, marketing and operations services presently provided by Seller's dedicated Event show director and (ii) for the Minneapolis Event only, all invoicing, collection and event accounting services generally utilized by Seller in connection with the Event (including contract processing, collection of revenue, expense review and payment, and reporting). For clarity, Seller undertakes no responsibility from and after the Closing Date for invoicing, collection or other event accounting matters in connection with the Event other than the Minneapolis Event.
- (c) Following the Closing Date, Seller will collect and promptly forward to Purchaser on a weekly basis all correspondence (including cash receipts and invoices) related to the Event other than the Minneapolis Event.
- (d) During the period beginning on the Closing Date through and including the earlier to occur of (i) 120 calendar days following the Closing Date and (ii) such date as Purchaser can effectively perform for itself the services contemplated by this subsection (d), Seller shall continue to host, update and maintain the Event-related website(s); provided that Purchaser use commercially reasonable efforts to develop the capability to provide for itself such services as soon as practicable following the Closing Date.
- (e) During the period beginning on October 31, 2008 through and including December 31, 2008, upon Purchaser's reasonable request, Seller shall make the presently dedicated Event show director reasonably available for consulting on continuing transition matters, provided that such assistance does not materially detract from such individual's other and continuing responsibilities to Seller.

5.06.2. Seller will perform the transition services in a professional and workmanlike manner, with a requisite level of care and diligence at least as high as that provided by Seller with respect to its own business. In providing the transition services hereunder, the priority, quality and level of service provided to Purchaser shall be no different than that afforded by Seller to its own operations. Seller has provided Purchaser reasonably detailed information concerning the salaries, bonuses, benefits and commissions of Seller's Event operations manager, dedicated Event sales persons, Event sales coordinator and dedicated Event show director, and has not amended or committed to amend such compensation and benefits through and including October 31, 2008. To the extent that Seller transfers to

Purchaser at Closing possession or custody of any Assets necessary or desirable for Seller to carry out its responsibilities under this Section 5.06, Purchaser shall provide access thereto and copies thereof, as requested by Seller.

5.06.3. Purchaser will pay Seller a flat fee of \$500 per month for the collection and accounting services provided under Section 5.06.1(b)(ii). Purchaser will reimburse Seller for salary, bonus, benefits and pre-approved travel expenses for the transitions services provided under Section 5.06.1(a) and Section 5.06.1(b)(i). Purchaser will reimburse Seller for all earned commissions on sales made through September 15, 2008 in connection with the transitions services provided under Section 5.06.1(a) for any Event to the extent Post-Closing Attributable. In addition, Purchaser will reimburse Seller for any pre-approved show bonuses for the Minneapolis Event paid to the dedicated Event show director and the two dedicated Event sales persons.

5.06.4. Commencing with the calendar month including the Closing Date and continuing for each calendar month thereafter during the transition term, Seller will prepare and provide to Purchaser a statement setting forth revenues received and expenses paid (including reimbursements owing to Seller under this Section 5.06) in connection with the Minneapolis Event during the calendar month to which such statement relates, along with supporting documentation of all costs incurred in providing the transition services. If the monthly statement shows a positive difference between revenues so received and expenses so paid, Seller shall remit to Purchaser payment of such positive difference promptly upon agreement on the monthly statement. If such monthly statement shows a negative difference between revenues so received and expenses so paid, Purchaser shall remit to Seller payment of such positive difference promptly upon agreement on the monthly statement. Seller shall make its records relating to said transition services available to Purchaser for inspection (at Purchaser's cost) upon reasonable notice during normal business hours. During the course of any such inspection, Purchaser may make and retain copies of Seller's records to the extent related to the transition services. Purchaser may dispute any charges invoiced by Seller by delivering a written statement describing the dispute to Seller within ten (10) days following receipt of the disputed invoice. The statement shall provide a reasonably detailed description of the disputed items. Purchaser and Seller agree to cooperate and negotiate in good faith to come to an agreement regarding the disputed monthly statement. If Purchaser does not dispute the invoice within such period, the invoice will be deemed accepted and shall be deemed undisputed.

Section 6. Survival of Representations, Warranties and Agreements. Except as provided in the immediately following sentence, the representations and warranties of Seller set forth in Section 2 and the representations and warranties of Purchaser set forth in Section 3 shall survive the Closing and shall remain effective until the close of business on the date that is twelve (12) months following the Closing Date, or if such date is not a business day, on the business day immediately following such date (the "Expiration Date"). The covenants and agreements of the Parties set forth in this Agreement and to be performed following the Closing Date, the representations and warranties of Seller set forth in Sections 2.01 through and including 2.06, and the representations and warranties of Purchaser set forth in Sections 3.01 through and including 3.04 and Section 3.06 ("Excluded Matters") shall in each case survive the Closing Date and remain in full force and effect until performed or waived by the appropriate Parties hereto.

Section 7. Indemnification.

7.01. Seller Indemnification. Seller shall indemnify, defend and hold harmless Purchaser from and against all Liabilities, together with all reasonable costs and expenses related thereto (including legal and accounting fees and expenses) (collectively, "Damages") arising from or related to (i) the breach of any representation, warranty or covenant (in each case without regard to any qualification as to

materiality or material adverse effect) of Seller contained herein, or (ii) enforcement of this indemnification, or (iii) any and all Liabilities of Seller which are not Assumed Liabilities.

7.02. Purchaser Indemnification. Purchaser shall indemnify, defend and hold harmless Seller from and against all Damages arising from or related to (i) the breach of any representation, warranty or covenant (in each case without regard to any qualification as to materiality or material adverse effect) of Purchaser contained herein, or (ii) enforcement of this indemnification, or (iii) any and all Assumed Liabilities.

7.03. Indemnification Procedure. The Party seeking indemnification hereunder (the "Indemnitee") shall give to the Party from which indemnification is sought hereunder (the "Indemnitor") written notice of any claim for indemnity with sufficient promptness as not to prejudice the other Party's interests in respect of such claim and any obligation of indemnity arising therefrom. Such notice shall set forth all facts and other information that the Party giving the notice has as to the claim. The failure to give prompt notice shall not affect the rights of the Indemnitee to indemnity hereunder except to the extent that such failure either shall have materially prejudiced the Indemnitor in the defense of such claim or shall have increased the amount of the obligation of the Indemnitor. The Indemnitor receiving such notice shall, within ten (10) days following receipt of such notice, (a) deny in writing the claim, (b) pay the amount of the claim if a monetary amount is involved, or (c) if a claim of a third party is involved, have the right to assume the defense of such claim. The Indemnitor shall have the exclusive right to conduct and control, through counsel of its own choosing, the defense of any such claim or any action arising therefrom, provided, that in conducting the defense of any such claim or action, the Indemnitor shall, and shall cause its counsel to, consult with the Indemnitee and counsel, if any, selected by it, and shall keep such counsel, if any, and the Indemnitee fully advised of the progress thereof. If the Indemnitor fails or refuses to assume the conduct and control of the defense of any such claim or action, then the Indemnitee shall conduct and control such defense; provided, however, that in so conducting the defense of any such claim or action, the Indemnitee shall, and shall cause its counsel to, consult with the Indemnitor and counsel, if any, selected by it, and shall keep such counsel, if any, and the Indemnitor fully advised of the progress thereof. No settlement of any claim for which indemnification is sought hereunder shall be made without either (x) the prior written consent of both the Indemnitor and the Indemnitee, which consent shall not be unreasonably withheld or delayed, or (y) the release of the Indemnitee from all Liability relating to such claim, in form and substance reasonably satisfactory to the Indemnitee and its counsel.

7.04. Indemnification Limits.

7.04.1. No Indemnitee shall be entitled to any indemnification under this Agreement for the breach of any representation or warranty, other than the Excluded Matters, unless and until the claim or claims by the Indemnitee for any and all claims, liabilities, obligations, losses, costs, expenses, penalties, fines and damages to be indemnified by the Indemnitee pursuant to this Agreement for breaches of representations and warranties exceed an aggregate of \$25,000, but shall thereafter be entitled to indemnification for the full amount of any such claim or claims, including the first \$25,000 of such claim or claims.

7.04.2. No Indemnitee shall be entitled to make any claim for indemnification with respect to the breach of any particular representation or warranty, other than the Excluded Matters, after the Expiration Date; provided, however, that if prior to the close of business on the Expiration Date, an Indemnitor shall have been notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, any representation or warranty that is the basis for such claim shall continue to survive with respect to such claim and shall remain a basis for indemnity with respect to such claim until such claim is finally resolved or disposed of.

Section 8. Remedies. In case any one or more of the covenants or agreements set forth in this Agreement shall have been breached by any of the Parties hereto, any other Party may proceed to protect and enforce its rights either by suit in equity or by action at law, including an action for damages as a result of any such breach or an action for specific performance of any such covenant or agreement contained in this Agreement.

Section 9. Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

Section 10. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, each of the Parties hereto and their respective legal representatives, successors and assigns, but no rights of a Party hereunder may be assigned, and no obligations of a Party may be delegated without the other Party's written consent, which shall not be unreasonably withheld, delayed or conditioned.

Section 11. Entire Agreement; Effect on Prior Documents. This Agreement and the other documents referred to herein or delivered pursuant hereto contain the entire agreement among the Parties with respect to the transactions contemplated hereby and supersede all prior negotiations, commitments, agreements and understandings among them with respect thereto.

Section 12. Notices. All notices to a Party shall be addressed to such Party at the address set forth below or to such other place as may be designated by written notice to the other Party. Notice shall be sufficient when delivered by hand; when sent by fax/telecopy with the original thereof posted first-class mail, postage prepaid, within two (2) business days thereafter; when posted by Federal Express, Express Mail, or any similar regular, receipted overnight delivery service, postage prepaid; when posted by certified mail, return receipt requested and postage prepaid; or when delivered by a private courier, requesting evidence of receipt as part of its service. Any such notice shall be addressed to the Party at its or his home address or its or his address described below, and shall be effective when first received. Unless otherwise notified in writing, each Party shall direct all sums payable to the other Party at its or his address for notice purposes. For purposes hereof, the addresses of the Parties shall be:

if to Purchaser:

DaviLew Productions, LLC
2601 Ocean Park Boulevard, Suite 200
Santa Monica, CA 90405
Attention: David A. Korse, Member
Telephone: (310) 450-8831, x130
Fax: (310) 396-3157
E-mail: dkorse@shomex.com

with a copy to:

Michael T. Wolf, Esq.
Jenner & Block, LLP
330 N. Wabash Avenue
Chicago, IL 60611-7603
Telephone: (312) 840-7271
Fax: (312) 840-7371
E-mail: mwolf@jenner.com

if to Seller:

Questex Media Group, Inc.
275 Grove Street
Suite 2-130
Newton, MA 02466
Attention: Executive Vice President / CFO
Telephone: (617) 219-8331
Fax: (617) 219-8310
E-mail: tcaridi@questex.com

with a copy to:

David M. Amidon, Esq.
Burns & Levinson LLP
125 Summer Street
Boston, MA 02110
Telephone: (617) 345-3578
Fax: (617) 345-3299
E-mail: damidon@burnslev.com

Section 13. Amendments; Waivers. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by the Parties hereto.

Section 14. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Section 15. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

Section 16. Headings. The headings of the various sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware without regard to principles of conflicts of laws that would require the application of the laws of another jurisdiction.

Section 18. Expenses. Each of the Parties will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated

hereby. Seller agrees that the Event has not borne and will not bear any of Seller's costs and expenses (including any of their legal fees and expenses) in connection with this Agreement or any of the transactions contemplated hereby.

Section 19. Construction. Seller and Purchaser have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

Section 20. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[signatures appear on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the day and year first above written.

QUESTEX MEDIA GROUP, INC.

DAVILEW PRODUCTIONS, LLC

By: 

Name: Thomas E. Caridi
Title: Executive Vice President

hereunto duly authorized

By: _____

MZ ASSOCIATES, LLC, Member

By: David Korse
Its: Member

hereunto duly authorized

By: _____

SHOMEX PRODUCTIONS, LLC, Member

By: Lewis Shomer
Its: Member

hereunto duly authorized

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the day and year first above written.

QUESTEX MEDIA GROUP, INC.

By: _____

Name: Thomas E. Caridi
Title: Executive Vice President

hereunto duly authorized

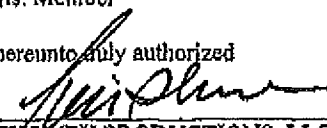
DAVILEW PRODUCTIONS, LLC

By:  _____

MZ ASSOCIATES, LLC, Member

By: David Korse
Its: Member

hereunto duly authorized

By:  _____

SHOMEX PRODUCTIONS, LLC, Member

By: Lewis Shomer
Its: Member

hereunto duly authorized

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

BETWEEN

QUESTEX MEDIA GROUP, INC.

AND

DAVILEW PRODUCTIONS, LLC

Schedule 1.04
Schedule of Assumed Liabilities

1. Please refer to the Assigned Agreements described on Schedule 2.13.
2. Any and all Liabilities which arise from, or are related to, ownership of the Assets or conduct of the Events by Purchaser after the Closing Date.

Schedule 1.06
Allocation of Purchase Price

Goodwill – 100%.

Schedule 2.12
Schedule of Intellectual Property

1. The mark, "Abilities Expo" registered in the United States Patent and Trademark Office ("USPTO") on/about April 12, 1997, registration no. 2,055,343 and owned by Seller, including all common law rights related thereto.
2. All of Seller's databases relating exclusively to the Events, including the names, addresses, telephone numbers, contact persons and billing information for all exhibitors, sponsors, attendees and prospects, and all exhibitor, sponsor, attendee and prospect contracts.
3. All of Seller's marketing and promotional material relating exclusively to the Events.
4. Seller's claimed copyright and other rights and protections in and to portions of the marketing and promotional material used exclusively in the conduct of its Events, including brochures, catalogs, mailers, photographs, plans, layouts, designs, manuscripts, art work, signage and banners.
5. The Internet domain name "www.abilitiesexpo.com" and all rights related thereto:

Seller employs many intellectual property assets in the organization, promotion and production of its events and the conduct of its Events, generally. All such intellectual property assets of Seller not specifically enumerated on this Schedule 2.12 are necessary or desirable for the organization, promotion and production of the Event as conducted by Seller, but are excluded from the Assets and are not being conveyed to Purchaser hereby.

Schedule 2.13
Schedule of Assigned Contracts

Minneapolis 2008:

1. Seller's obligations under the Permit For Occupancy dated September 21, 2007 with the City of Minneapolis as the same relates to the Event scheduled for Minneapolis from September 12-14, 2008 (move-in September 10-11, move-out September 14); awaiting receipt of signed counterpart from the City of Minneapolis. A correct and complete copy has been made available to Purchaser. The parties acknowledge that the subject agreement requires the City's consent as a condition of its assignability; however, the parties have agreed to seek the consent to such assignment from the City of Minneapolis and to close the transactions contemplated by the Agreement without waiting for such consent. Until the required consent of the City has been executed, nothing herein shall be construed as an assignment of such Permit For Occupancy and Purchaser shall perform and discharge all of the liabilities, responsibilities, obligations and commitments, and shall enjoy all of the rights, benefits and entitlements, thereunder of Seller, to the extent provided in the Permit For Occupancy.
2. Seller's obligations under the hotel agreement dated October 24, 2007 with the Holiday Inn Express Hotel & Suites Downtown Minneapolis as the same relates to the 2008 Minneapolis Event. A correct and complete copy has been made available to Purchaser. The Parties acknowledge that the subject agreement is silent on the issue of its assignability and, consequently, the Parties have agreed not to seek the consent to such assignment from the Holiday Inn Express Hotel & Suites Downtown Minneapolis. Purchaser shall bear full risk and responsibility for the Parties' mutual decision not to seek such consent, and any Liability suffered or incurred by Seller as a result of such decision shall be indemnified by Purchaser as provided in Section 7 of the Agreement.
3. Seller's obligations under the hotel agreement dated November 8, 2007 with the Hilton Minneapolis as the same relates to the 2008 Minneapolis Event. A correct and complete copy has been made available to Purchaser. The Parties acknowledge that the subject agreement is silent on the issue of its assignability and, consequently, the Parties have agreed not to seek the consent to such assignment from the Hilton Minneapolis. Purchaser shall bear full risk and responsibility for the Parties' mutual decision not to seek such consent, and any Liability suffered or incurred by Seller as a result of such decision shall be indemnified by Purchaser as provided in Section 7 of the Agreement.

New York 2009:

4. Seller's obligations under the License Agreement dated March 29, 2008 with the New Jersey Convention & Exposition Center, Inc. as the same relates to the Event scheduled for New York from April 17-19, 2009 (move-in April 15-16, move-out April 19-20). A correct and complete copy has been made available to Purchaser. The parties acknowledge that the subject agreement requires the Licensor's consent as a condition of its assignability; however, the parties have agreed to seek the consent to such assignment from the New Jersey Convention & Exposition Center, Inc. and to close the transactions contemplated by the Agreement without waiting for such consent. Until the required consent of the Licensor has been executed, nothing herein shall be construed as an assignment of such License Agreement and Purchaser shall perform and discharge all of the liabilities, responsibilities, obligations and commitments, and shall enjoy all of the rights, benefits and entitlements, thereunder of Seller, to the extent provided in the Agreement.

5. Seller's obligations under the hotel agreement dated June 20, 2008 with the Sheraton Edison Hotel as the same relates to the 2009 New York Event. A correct and complete copy has been made available to Purchaser. The Parties acknowledge that the subject agreement is silent on the issue of its assignability and, consequently, the Parties have agreed not to seek the consent to such assignment from the Sheraton Edison Hotel. Purchaser shall bear full risk and responsibility for the Parties' mutual decision not to seek such consent, and any Liability suffered or incurred by Seller as a result of such decision shall be indemnified by Purchaser as provided in Section 7 of the Agreement.

Southern California 2009:

6. Seller's obligations under the Agreement For Lease dated July 10, 2008 with the City of Anaheim as the same relates to the Event scheduled for Anaheim from May 29-31, 2009 (move-in May 27-28, move-out May 31-June 1); awaiting receipt of signed counterpart from the City of Anaheim. A correct and complete copy has been made available to Purchaser. The parties acknowledge that the subject agreement requires the City's consent as a condition of its assignability; however, the parties have agreed to seek the consent to such assignment from the City of Anaheim and to close the transactions contemplated by the Agreement without waiting for such consent. Until the required consent of the City has been executed, nothing herein shall be construed as an assignment of such Agreement For Lease and Purchaser shall perform and discharge all of the liabilities, responsibilities, obligations and commitments, and shall enjoy all of the rights, benefits and entitlements, thereunder of Seller, to the extent provided in the Agreement For Lease.
7. Seller's obligations under the hotel agreement dated June 24, 2008 with the Anaheim Hilton as the same relates to the 2009 Anaheim Event. A correct and complete copy has been made available to Purchaser. The Parties acknowledge that the subject agreement is silent on the issue of its assignability and, consequently, the Parties have agreed not to seek the consent to such assignment from the Anaheim Hilton. Purchaser shall bear full risk and responsibility for the Parties' mutual decision not to seek such consent, and any Liability suffered or incurred by Seller as a result of such decision shall be indemnified by Purchaser as provided in Section 7 of the Agreement.

Minneapolis 2009:

8. Seller's obligations under the Permit For Occupancy dated June 4, 2008 with the City of Minneapolis as the same relates to the Event scheduled for Minneapolis from September 11-13, 2009 (move-in September 9-10, move-out September 13); awaiting receipt of signed counterpart from the City of Minneapolis. A correct and complete copy has been made available to Purchaser. The parties acknowledge that the subject agreement requires the City's consent as a condition of its assignability; however, the parties have agreed to seek the consent to such assignment from the City of Minneapolis and to close the transactions contemplated by the Agreement without waiting for such consent. Until the required consent of the City has been executed, nothing herein shall be construed as an assignment of such Permit For Occupancy and Purchaser shall perform and discharge all of the liabilities, responsibilities, obligations and commitments, and shall enjoy all of the rights, benefits and entitlements, thereunder of Seller, to the extent provided in the Permit For Occupancy.

Other:

9. The exhibitor and sponsorship agreements and attendee and delegate registrations in place on the Closing Date and relating to the Events scheduled to be held following the Closing Date. A current summary of those exhibitor and sponsor agreements and attendee and delegate registrations has been made available to Purchaser.

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