

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortis Business Media LLC	FORMERLY M. Lee Smith Publishers LLP	06/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc., as Administrative Agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3404127	BLR	
Registration Number:	4265964	CALIFORNIA EMPLOYER RESOURCES	
Registration Number:	3315642	CLICK 'N TRAIN	
Registration Number:	3524939	COMPENSATION.BLR.COM	
Registration Number:	3265675	EMPLOYEE COMPENSATION RED BOOK	
Registration Number:	3512495	EMPLOYER ADVISOR	
Registration Number:	3506961	EMPLOYER RESOURCE INSTITUTE	
Registration Number:	3521461	ENVIRO.BLR.COM	
Registration Number:	2468597	ENVIRONMENTAL TRAINING LIBRARY ON CD-ROM	
Registration Number:	2547235	HR CHALLENGE	
Registration Number:	3656369	HR DAILY ADVISOR	
Registration Number:	3561801	HR.BLR.COM	
Registration Number:	3121788	INSTANTHRANSWERS	
Registration Number:	3497798	M. LEE SMITH PUBLISHERS HR	

TRADEMARK

Registration Number:	3300334	MY SAFETY MANAGER
Registration Number:	3517279	SAFETY.BLR.COM
Registration Number:	3539042	SALARY SEARCH
Registration Number:	3503242	SALARYSEARCH.COM
Registration Number:	2870047	THE HR RED BOOK
Serial Number:	85602751	TRAINING TODAY

CORRESPONDENCE DATA

Fax Number: 6179518736
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-951-8132
Email: linda.salera@bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: One Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	06/14/2013

Total Attachments: 12
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 12, 2013, is entered into by and between FORTIS BUSINESS MEDIA LLC, a Delaware limited liability company that was formerly named and known as M. LEE SMITH PUBLISHERS LLP (hereinafter, together with its successors in title and assigns, called the "Grantor"), and NEWSTAR FINANCIAL, INC., as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the "Administrative Agent").

Statement of Facts

A. Pursuant to the Amended and Restated Credit Agreement, dated as of June 12, 2013, by and among FBM Holdings, LLC, a Delaware limited liability company that ("Parent Company"), the Grantor, the several financial institutions from time to time party to the Credit Agreement as lenders thereunder (collectively, "Lenders"), and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), the Lenders have made and have agreed to make Credit Extensions to the Grantor.

B. In order to induce the Lenders to make Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

C. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of August 24, 2007, by and among the Grantor and certain of its Affiliates from time to time party thereto, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Supplemental Intellectual Property Security Agreement, which is supplemental to the Security Agreement and also supplemental to that certain Intellectual Property Security Agreement, dated as of August 24, 2007, between the Grantor and the Administrative Agent (the "First IP Security Agreement").

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

I hereby certify that this is a true and correct copy of the original document.

Certified by: [Signature]
Name: Louis T. Duval
Title: COUNSEL
Date: 06/14/13

TRADEMARK

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Supplemental Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **"Intellectual Property"** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) each of its Marks referred to in Schedule I hereto;

(ii) each of its Copyrights referred to in Schedule II hereto;

(iii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each of such Marks and Copyrights; and

(iv) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any of such Marks, (B) injury to any goodwill associated with any of such Marks, (C) infringement of any of such Copyrights, or (D) injury to any goodwill associated with any of such Copyrights.

(b) **"Credit Agreement"** and **"Security Agreement"** shall have the meanings given to such terms in the Statement of Facts above.

(c) **"Obligations"** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Supplemental Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent, for the benefit

of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Security Interests.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Supplemental Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement and the First IP Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Supplemental Intellectual Property Security Agreement, the First IP Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Supplemental Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Supplemental Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

4. **Termination.** This Supplemental Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date (as defined in the Security Agreement), the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

5. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 AND SECTION 10.15 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

6. Delivery by Facsimile or Electronic Transmission. Delivery of the signature pages to this Supplemental Intellectual Property Security Agreement by facsimile or by any other electronic method of transmission shall be as effective as delivery of manually executed counterparts of this Supplemental Intellectual Property Security Agreement.

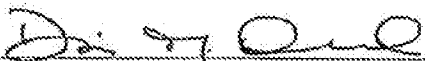
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****Signature Page to Supplemental Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

FORTIS BUSINESS MEDIA LLC

By: 
Name: Daniel M. Oswald
Title: CEO

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By: _____
Name: Jeffrey R. Greene
Title: Managing Director

Signature Page to Supplemental Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Grantor has caused this SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

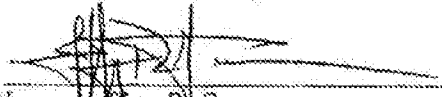
The Grantor:

FORTIS BUSINESS MEDIA LLC

By: _____
Name:
Title:

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By:  _____
Name: Jeffrey R. Greene
Title: Managing Director

Signature Page to Supplemental Intellectual Property Security Agreement

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SCHEDULE I

TRADEMARK REGISTRATIONS.

<u>Marks</u>	<u>Registration Number</u>
BLR	3404127
CALIFORNIA EMPLOYER RESOURCES	4265964
CLICK 'N TRAIN	3315642
COMPENSATION.BLR.COM	3524939
EMPLOYEE COMPENSATION REDBOOK	3265675
EMPLOYER ADVISOR	3512495
EMPLOYER RESOURCE INSTITUTE	3506961
ENVIRO.BLR.COM	3521461
ENVIRONMENTAL TRAINING LIBRARY ON CD-ROM	2468597
HR CHALLENGE	2547235
HR DAILY ADVISOR	3656369
HR.BLR.COM	3561801
INSTANTHRANSWERS	3121788
M. LEE SMITH PUBLISHERS HR	3497798
MY SAFETY MANAGER	3300334
SAFETY.BLR.COM	3517279
SALARY SEARCH	3539042
SALARYSEARCH.COM	3503242
THE HR RED BOOK	2870047
TRAINING TODAY	(pending) SN 85602751

SCHEDULE II

COPYRIGHT REGISTRATIONS AND APPLICATIONS.

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
10 Minute HR Trainer.	TX0007575938	2012
10 Minute HR Trainer.	TX0007581113	2012
2012 New Fee Disclosure Rules: What You Need to Communicate.	TX0007575951	2012
50 Employment Laws in 50 States, 2008 Edition.	TX0007255145	2007
50 Employment Laws in 50 States.	TX0007577501	2012
50 employment laws in 50 states.	TX0006625288	2007
7 Minute Safety Trainer English-Spanish Edition .	TX0007575936	2012
7 Minute Safety Trainer English-Spanish Edition.	TX0007581855	2012
7 Minute Safety Trainer.	TX0007575935	2012
7 Minute Safety Trainer.	TX0007581092	2012
Affirmative action solutions : a monthly newsletter for "how to write an affirmative action plan."	CSN0134662	2008
Affirmative Action Solutions. [Published: 2012-01-01. Issue: no. 206, January 2012]	TX0007614653	2012
Affirmative Action Solutions. [Published: 2012-04-01. Issue: no. 207, April 2012]	TX0007581859	2012
Affirmative Action Solutions. [Published: 2012-04-01. Issue: no. 208, July 2012]	TX0007679077	2012
Affirmative Action Solutions. [Published: 2012-10-01. Issue: no. 209, October 2012]	TX0007679076	2012
Basic Training for Supervisors: Difficult Conversations.	TX0007180983	2007
Basic Training for Supervisors: Difficult Conversations.	TX0007142352	2007
Basic Training for Supervisors: Electronic Issues in the Workplace.	TX0007249905	2007
Basic Training for Supervisors: New Hires.	TX0007180982	2007
Basic Training for Supervisors: Substance Abuse.	TX0007180985	2007
Best practices in compensation & benefits.	CSN0124256	2010
Best practices in compensation & benefits.	CSN0124256	2009
Best practices in compensation & benefits.	CSN0124256	2008
Best Practices in HR.	CSN0134781	2010
Best Practices in HR.	CSN0134781	2009
Best Practices in HR.	CSN0134781	2008
Best Practices in HR.	CSN0134781	2007
BLR's Audit Checklists.	TX0007575933	2012
BLR's Job Description Encyclopedia.	TX0007581861	2012
BLR's Job Descriptions Encyclopedia.	TX0007575932	2012

BLR's Quick Guide to Employment Law Legal and Legislative Roundup. [Published: 2009-03-01. Issue: no. 144, March 2009]	TX0007085044	2009
Business organizations in Tennessee : guidance and legal forms for start-ups.	TX0006625287	2007
Cal/OSHA Compliance Advisor. [Published: 2012-04-01 to 2012-06-01. Issues: vol. 9, no. 4, April 2012 to vol. 9, no. 6, June 2012]	TX0007617969	2012
Cal/OSHA Compliance for Supervisors. [Published: 2012-04-01 to 2012-06-01. Issues: vol. 6, no. 4, April 2012 to vol. 6, no. 6, June 2012]	TX0007617990	2012
Cal/OSHA vs. Fed/OSHA: A Comprehensive Guide to the Crucial Differences.	TX0007575942	2012
California Employee Handbook Template.	TX0007575950	2012
California Employer Advisor. [Published: 2012-04-01 to 2012-06-01. Issues: vol. 21, no. 4, April 2012 to vol. 21, no. 6, June 2012]	TX0007617994	2012
Confident supervisor : firing.	PA0001388992	2007
Confident supervisor : hiring.	PA0001388991	2007
Confident supervisor : performance evaluations.	PA0001388990	2007
Confident supervisor: Discipline.	PA0001395206	2007
Discrimination, Harassment, and Retaliation: A Complete Manual for California Special Employers.	TX0007581276	2012
EHS & Your Business. [Published: 2012-03-01. Issue: no. 206, March 2012]	TX0007614668	2012
EHS & Your Business. [Published: 2012-06-01. Issue: Spring 2012]	TX0007581280	2012
EHS & Your Business. [Published: 2012-08-01. Issue: vol. Summer 2012, August 2012]	TX0007679068	2012
EHS & Your Business. [Published: 2012-11-01. Issue: Fall 2012]	TX0007679071	2012
Employee compensation.	CSN0098459	2010
Employee compensation.	CSN0098459	2009
Employee compensation.	CSN0098459	2008
Employee Compensation. [Published: 2012-04-01 to 2012-05-01. Issues: no. 390, April 2012 to no. 391, May 2012]	TX0007618000	2012
Employer's Guide to Military Leave.	TX0007575943	2012
Employment Law Compliance for California Supervisors. [Published: 2012-04-01 to 2012-06-01. Issues: vol. 6, no. 4, April 2012 to vol. 6, no. 6, June 2012]	TX0007617999	2012
Employment Notice Handbook: A Complete Guide to California.	TX0007575934	2012
Employment practices self audit workbook.	TX0006611201	2007
Encyclopedia of Prewritten Personnel Policies.	TX0007621652	2012

Environmental Compliance in California.	TX0007580970	2012
Environmental compliance.	CSN0098488	2010
Environmental compliance.	CSN0137993	2009
Environmental compliance.	CSN0137993	2008
Environmental Compliance: California Edition. [Published: 2012-04-01 to 2012-05-01. Issues: no. 377, April 2012 to no. 378, May 2012]	TX0007618001	2012
Environmental Compliance: National Edition. [Published: 2012-04-01 to 2012-05-01. Issues: no. 377, April 2012 to no. 378, May 2012]	TX0007617965	2012
Environmental Manager's Compliance Advisor. [Published: 2012-04-02 to 2012-05-07. Issues: no. 804, April 2, 2012 to no. 806, May 7, 2012]	TX0007618004	2012
Executive Summary: Employment Law for the C-Suite.	PA0001623518	2007
Family & Medical Leave Act Compliance Guide.	TX0007581123	2012
Family and Medical Leave Act compliance guide / Rebecca J. Cantor, Alexandra M. Gross, Susan E. Schoenfeld. Supplement.	CSN0139497	2007
FMLA Compliance Guide.	TX0007575931	2012
FMLA Compliance: Practical Solutions for HR.	TX0007255146	2007
FMLA policy, practice & legal update : Family & Medical Leave Act.	CSN0124767	2008
FMLA Policy, Practice & Legal Update. [Published: 2012-10-01. Issue: no. 174, October 2012]	TX0007679073	2012
FMLA: Policy, Practice & Legal Update. [Published: 2012-01-01. Issue: no. 171, January 2012]	TX0007614648	2012
FMLA: Policy, Practice & Legal Update. [Published: 2012-04-01. Issue: no. 172, April 2012]	TX0007581248	2012
FMLA: Policy, Practice & Legal Update. [Published: 2012-07-01. Issue: no. 173, July 2012]	TX0007679072	2012
How to Comply with California and Federal Leave Laws.	TX0007580980	2012
How to Write an Affirmative Action Plan.	TX0007581242	2012
HR manager's legal reporter.	CSN0098766	2010
HR manager's legal reporter.	CSN0098766	2009
HR manager's legal reporter.	CSN0098766	2008
Internal Investigations: A Practival Training Course for HR.	PA0001741973	2008
Managing Your Workplace in an Electronic Age.	TX0007106854	2007
Nontraditional Workers: Independent contractors, contingent workers, interns, and more. [Published: 2012-11-01. Issue: no. 1211, November 2012]	TX0007679074	2012
OSHA Compliance Advisor. [Published: 2012-04-09 to 2012-05-14. Issues: no. 681, April 9, 2012 to no. 682, May 14, 2012]	TX0007618005	2012

OSHA required training for supervisors.	CSN0125408	2009
OSHA required training for supervisors.	CSN0125408	2008
OSHA Training System.	TX0007581284	2012
OSHA's Top 10 Violations: Industry Rankings for 2011.	TX0007575941	2012
Reducing risk for reduction in force.	TX0006626303	2007
Safety Works for Employees. [Published: 2012-04-01 to 2012-05-01. Issues: no. 681, April 2012 to no. 683, May 2012]	TX0007618010	2012
Social Media and HR: How to Manage Your Risks (special report)	TX0007580965	2012
Stop Sexual Harassment: Training for Employees.	PA0001623717	2007
Supervisor's guide to preventing sexual harassment & 82 other titles.	V3555D831	2007
Supervisor's guide to preventing sexual harassment & 83 other titles.	V3561D185	2008
Top 10 Best Practices in HR Management for 2012.	TX0007575939	2012
Training forum : BLR's monthly newsletter for your training needs.	CSN0142849	2010
Training forum : BLR's monthly newsletter for your training needs.	CSN0142849	2009
Training forum : BLR's monthly newsletter for your training needs.	CSN0142849	2008
Training forum : BLR's monthly newsletter for your training needs.	CSN0142849	2010
Training forum : BLR's monthly newsletter for your training needs.	CSN0142849	2009
Training forum : BLR's monthly newsletter for your training needs.	CSN0142849	2008
Training Forum. [Published: 2012-04-01 to 2012-05-01. Issues: no. 877, April 2012 to no. 878, May 2012]	TX0007618014	2012
Update to Environmental Compliance: March 2011 National Page Revisions.	TX0007575955	2012
UPDATE to Environmental Compliance: March 2012 National Page Revisions.	TX0007599253	2012
What to Do About Personnel Problems - California.	TX0007575929	2012
What to Do About Personnel Problems - California.	TX0007581238	2012
What to Do About Personnel Problems - National.	TX0007580959	2012
What to do about personnel problems : national news update.	CSN0099945	2010
What to do about personnel problems : national news update.	CSN0099945	2009
What to do about personnel problems : national news update.	CSN0099945	2008
What to do about personnel problems in Connecticut.	TX7348517	2012

What to do about personnel problems.	CSN0136137	2010
What to do about personnel problems.	CSN0136137	2009
What to do about personnel problems.	CSN0136137	2008
What to Do About Personnel Problems: California Edition. [Published: 2012-04-01 to 2012-05-01. Issues: no. 451, April 2012 to no. 452, May 2012]	TX0007618015	2012
What to Do About Personnel Problems: National Update. [Published: 2012-04-01 to 2012-05-01. Issues: no. 451, April 2012 to no. 452, May 2012]	TX0007618016	2012
What's New for 2012: Workplace Developments Affecting California Employers-And How to Comply.	TX0007575953	2012
What's That You Say? How to Handle Occupational Noise in Your Workplace.	TX0007575954	2012

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