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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM317323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUESTEX, LLC	FORMERLY QUESTEX MEDIA GROUP, LLC, AS SUCCESSOR BY MERGER TO QUESTEX OPCO MERGER SUB, LLC	09/17/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION			
Street Address:	1420 Fifth Avenue, 7th Floor			
Internal Address:	Colleen McEvoy			
City:	Seattle			
State/Country:	WASHINGTON			
Postal Code:	98101			
Entity Type:	Administrative Agent: UNITED STATES			

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark				
Registration Number:	1382276	GREEN BOOK				
Registration Number:	2946545	&				
Registration Number:	3101408					
Registration Number:	3101099					
Registration Number:	3477924	& HUB OF HOSPITALITY				
Registration Number:	1765843	AMERICAN SALON				
Registration Number:	2188654	AMERICAN SPA				
Registration Number:	1903938	AMERICA'S NETWORK				
Registration Number:	2209005	CADALYST				
Registration Number:	3476225					
Registration Number:	2996506	FIERCEBIOTECH				
Registration Number:	3212343	FIERCECIO				
Registration Number:	3210286	FIERCEFINANCE				
Registration Number:	3118687	FIERCEMARKETS				
Registration Number:	1618020	HAIRCOLOR USA				
Registration Number:	3539031	HOME MEDIA MAGAZINE				
	-	TRADEMARK				

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Property Type	Number	Word Mark				
Registration Number:	3535636	HOME MEDIA MAGAZINE				
Registration Number:	3088925	HOME MEDIA RESEARCH				
Registration Number:	2953949	HOTEL DESIGN				
Registration Number:	1758302	HOTEL & MOTEL MANAGEMENT				
Registration Number:	1578043	IBS				
Registration Number:	2329175	ICCM				
Registration Number:	4182012	INFO360				
Registration Number:	1882460	INTERNATIONAL BEAUTY SHOW				
Registration Number:	3671528	LAS VEGAS INTERNATIONAL HOSPITALITY WEEK				
Registration Number:	3384350	LAS VEGAS INTERNATIONAL RESTAURANT SHOW				
Registration Number:	3234436	LUXURY TRAVEL ADVISOR				
Registration Number:	2796824	NIGHTCLUB&BAR				
Registration Number:	3712100	ON DEMAND				
Registration Number:	2170599	PREMIER HOTELS & RESORTS				
Registration Number:	2419821	RESPONSE				
Registration Number:	1818907	SENSORS				
Registration Number:	1867152	SENSORS EXPO				
Registration Number:	3563612	STOREFRONTBACKTALK				
Registration Number:	3022406	THE SHOW				
Registration Number:	1399352	TRAVEL AGENT				
Registration Number:	1934846	TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DI				
Registration Number:	2242228	WIRELESS ASIA				

CORRESPONDENCE DATA

Fax Number: 6023647070

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 602-364-7000

Email: julie.eslick@bryancave.com

Correspondent Name: BRYAN CAVE LLP

Address Line 1: TWO N CENTRAL AVENUE, SUITE 2200

Address Line 2: JULIE A. ESLICK

Address Line 4: PHOENIX, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	0371581
NAME OF SUBMITTER:	JULIE A. ESLICK
SIGNATURE:	/Julie A. Eslick/
DATE SIGNED:	09/18/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2014 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), between QUESTEX, LLC, a Delaware limited liability company (f/k/a Questex Media Group, LLC, as successor by merger to Questex OpCo Merger Sub, LLC) (the "Grantor"), and U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of September 17, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the QUESTEX INTERMEDIATE HOLDINGS, LLC, A Delaware limited liability company (f/k/a QMG Holdco, LLC, as successor by merger to Questex Merger Sub, LLC) ("Holdings"), Grantor, the Lenders party thereto, City National Bank, as Syndication Agent, and U.S. Bank National Association, as Swingline Lender, LC Issuer, and Administrative Agent, and (b) the Guarantee and Security Agreement, dated as of September 17, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, Holdings, and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, Holdings and Grantor (the "Guarantors") have guaranteed the obligations of the Borrower and the Borrower and the Guarantors (including the Grantors) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
- 2. <u>Grant of Security Interest.</u> As security for the payment or performance, as applicable, in full when due of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and permitted assigns), for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (excluding the Excluded Assets) (collectively, the "*Trademark Collateral*"):
- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URLs), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (collectively, the "Trademarks");
- (b) all rights and privileges arising under applicable law with respect to the use of such Trademarks;
- (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof; and

Questex, LLC Trademark Security Agreement

- (d) all goodwill associated therewith or symbolized by any of the foregoing.
- 1. <u>Security Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.
- 2. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic method of transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.
- 3. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Page Follows]

Questex, LLC Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

QUESTEX, LLC

Name: Thomas Caridi

Title: Chief Financial Officer

Questex, LLC Trademark Security Agreement

U.S. BANK NATIONAL ASSOCIATION as Administrative Agent

Title: Senior Vice President

Questex, LLC Trademark Security Agreement

SCHEDULE I

$\underline{TRADEMARKS}$

<u>Trademark</u>	App Date	App No	Reg. No	Reg. Date	Status	Loan Party
GREEN BOOK	26-Jul-1985	73/550,233	1382276	11-Feb-1986	Registered	Questex Media Group, LLC
& (and design of martini glass)	12-Jun-2003	76/522,295	2946545	03-May-2005	Registered	Questex Media Group, LLC
& (and design of wine glass)	07-Aug-2002	76/978,061	3101408	06-Jun-2006	Registered	Questex Media Group, LLC
& (and design of wine glass)	07-Aug-2002	76/438,613	3101099	06-Jun-2006	Registered	Questex Media Group, LLC
& HUB OF HOSPITALITY and Design	09-Sep-2004	78/480,757	3477924	29-Jul-2008	Registered	Questex Media Group, LLC
AMERICAN SALON	10-Jun-1992	74/283,402	1765843	20-Apr-1993	Registered	Questex Media Group, LLC
AMERICAN SPA	09-Oct-1997	75/370,825	2188654	08-Sep-1998	Registered	Questex Media Group, LLC
AMERICA'S NETWORK	29-Apr-1994	74/521,423	1903938	04-Jul-1995	Registered	Questex Media Group, LLC
CADALYST	18-Nov-1997	75/392,187	2209005	08-Dec-1998	Registered	Questex Media Group, LLC
Design of (four logos)	21-Dec-2007	77/357,863	3476225	29-Jul-2008	Registered	Questex Media Group, LLC
FIERCEBIOTECH	12-Jan-2004	76/569,497	2996506	20-Sep-2005	Registered	Questex Media Group, LLC
FIERCECIO	16-Jun-2005	78/652,061	3212343	27-Feb-2007	Registered	Questex Media Group, LLC
FIERCEFINANCE	16-Jun-2005	78/652,085	3210286	20-Feb-2007	Registered	Questex Media Group, LLC
FIERCEMARKETS	12-Jan-2004	76/569,495	3118687	25-Jul-2006	Registered	Questex Media Group, LLC
HAIRCOLOR USA	27-Dec-1988	73/771,734	1618020	16-Oct-1990	Registered	Questex Media Group, LLC
HOME MEDIA MAGAZINE	27-Jan-2007	77/092,829	3539031	25-Nov-2008	Registered	Questex Media Group, LLC
HOME MEDIA MAGAZINE (and design)	27-Jan-2007	77/092,839	3535636	18-Nov-2008	Registered	Questex Media Group, LLC
HOME MEDIA RESEARCH	21-Dec-2004	78/536,293	3088925	02-May-2006	Registered	Questex Media Group, LLC
HOTEL DESIGN	19-Feb-2004	78/370,469	2953949	17-May-2005	Registered	Questex Media Group, LLC
HOTEL & MOTEL MANAGEMENT	10-Jun-1992	74/283,405	1758302	16-Mar-1993	Registered	Questex Media Group, LLC

Questex, LLC Trademark Security Agreement

Trademark	App Date	App No	Reg. No	Reg. Date	Status	Loan Party
IBS	24-Apr-1989	73/795,334	1578043	16-Jan-1990	Registered	Questex Media Group, LLC
ICCM	15-Mar-1999	75/660,601	2329175	14-Mar-2000	Registered	Questex Media Group, LLC
INFO360	20-Jun-2011	85/350,880	4182012	31-Jul-2012	Registered	Questex Media Group, LLC
INTERNATIONAL BEAUTY SHOW	23-Feb-1994	74/493,744	1882460	07-Mar-1995	Registered	Questex Media Group, LLC
LAS VEGAS INTERNATIONAL HOSPITALITY WEEK Design	21-Dec-2007	77/357,847	3671528	25-Aug-2009	Registered	Questex Media Group, LLC
LAS VEGAS INTERNATIONAL RESTAURANT SHOW (stylized and/or with design)	24-Apr-2007	77/164,502	3384350	19-Feb-2008	Registered	Questex Media Group, LLC
LUXURY TRAVEL ADVISOR	29-Sep-2004	78/491,322	3234436	24-Apr-2007	Registered	Questex Media Group, LLC
NIGHTCLUB & BAR Design	22-May-2002	76/410,724	2796824	23-Dec-2003	Registered	Questex Media Group, LLC
ON DEMAND	15-Sep-2004	78/483,772	3712100	17-Nov-2009	Registered	Questex Media Group, LLC
PREMIER HOTELS & RESORTS	09-Jul-1997	75/321,403	2170599	30-Jun-1998	Registered	Questex Media Group, LLC
RESPONSE	24-Nov-1998	75/594,505	2419821	09-Jan-2001	Registered	Questex Media Group, LLC
SENSORS (STYLIZED)	15-Sep-1992	74/313,975	1818907	01-Feb-1994	Registered	Questex Media Group, LLC
SENSORS EXPO (STYLIZED)	09-Nov-1992	74/329,380	1867152	13-Dec-1994	Registered	Questex Media Group, LLC
STOREFRONTBACKTA LK	22-Apr-2008	77/454,354	3563612	20-Jan-2009	Registered	Questex Media Group, LLC
THE SHOW (and design) (and design)	02-Jul-2003	76/526,800	3022406	06-Dec-2005	Registered	Questex Media Group, LLC
TRAVEL AGENT	20-Feb-1985	73/523,018	1399352	01-Jul-1986	Registered	Questex Media Group, LLC
TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DIRECTORY	29-Apr-1994	74/522,167	1934846	14-Nov-1995	Registered	Questex Media Group, LLC
WIRELESS ASIA	14-Oct-1997	75/371,995	2242228	27-Apr-1999	Registered	Questex Media Group, LLC

TRADEMARK REEL: 005364 FRAME: 0744

RECORDED: 09/18/2014