

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332790

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victory Park Mangement, LLC		01/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CDC Publishing, LLC		
Street Address:	2001 9th Avenue		
City:	Vero Beach		
State/Country:	FLORIDA		
Postal Code:	32963		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3153329	PHILADELPHIA CONSTRUCTION NEWS	
Registration Number:	3129173	NEW ENGLAND CONSTRUCTION NEWS	
Registration Number:	3179797	CDCNEWS	
Registration Number:	4036522	RAIL PROJECT GUIDE	
Registration Number:	4082257	RPG RAILPROJECTGUIDE	
CORRESPONDENCE DATA			
Fax Number:	3102037199		
<i>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.</i>			
Phone:	(310) 277-1010		
Email:	aferguson@irell.com, mcohen@irell.com, trademarks@irell.com		
Correspondent Name:	Andrew Ferguson		
Address Line 1:	1800 Avenue of the Stars, Suite 900		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	163141-0002-KEND		
NAME OF SUBMITTER:	Andrew Ferguson		
SIGNATURE:	/Andrew Ferguson/		
DATE SIGNED:	02/20/2015		

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Total Attachments: 4

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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this "Release") is made as of January 16, 2015, by VICTORY PARK MANAGEMENT, LLC, as Collateral Agent ("Secured Party"), for the benefit of CDC PUBLISHING, LLC, a Delaware limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Financing Agreement, Security Agreement, and/or the Trademark Security Agreement (each as defined below), as applicable.

WITNESSETH:

WHEREAS, Grantor and Secured Party were parties to that certain Financing Agreement dated as of June 26, 2014 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Financing Agreement");

WHEREAS, Grantor and Secured Party were parties to that certain Pledge and Security Agreement dated as of June 26, 2014 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which Grantor granted a security interest to Secured Party in all of Grantor's right, title and interest in, to and under certain assets of Grantor, including, without limitation, (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature owned or licensed by Grantor including, but not limited to: (i) all registrations and applications therefor, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"); and (b) any and all agreements and licenses to which Grantor is a party providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence with respect to a Trademark (whether Grantor is licensee or licensor thereunder) ("Trademark Licenses") (items a and b, together with all goodwill associated therewith, collectively referred to herein as the "Trademark Collateral");

WHEREAS, Grantor and Secured Party were parties to that certain Trademark Security Agreement dated as of June 26, 2014 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which Grantor granted a security interest to Secured Party in all of Grantor's right, title and interest in, to and under the Trademark Collateral as a security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on June 26, 2014, at Reel 5310, Frame 0224;

WHEREAS, Grantor has paid all outstanding amounts currently owing under the Financing Agreement and the other financing documents executed in connection therewith and has requested that Secured Party release its security interest in the Trademark Collateral and reassign any and all rights in the same to Grantor; and

WHEREAS, Secured Party has agreed to terminate and release the entirety of its security interest in all the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby irrevocably and forever terminates, releases and discharges its security interest in, to and under the Trademark Collateral.

2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in, to and under the Trademark Collateral.

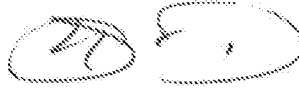
3. Secured Party understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

4. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.

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IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

VICTORY PARK MANAGEMENT, LLC,
as Collateral Agent



By: _____


Name: Scott Zernick

Title: Authorized Signatory

SCHEDULE 1

Trademark Collateral

Trademark Registrations

Country	Trademark	Reg. #	Reg. Date
U.S.A.	PHILADELPHIA CONSTRUCTION NEWS (Block letters)	3153329	October 10, 2006
U.S.A.	NEW ENGLAND CONSTRUCTION NEWS (Block letters)	3129173	August 15, 2006
U.S.A.	CDCNEWS (Block letters)	3179797	December 5, 2006
U.S.A.	RAIL PROJECT GUIDE (Block letters)	4036522	October 10, 2011
U.S.A.	RPG RAILPROJECTGUIDE (Word and Design)  RAILPROJECTGUIDE	4082257	January 10, 2012