

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
BANK OF MONTREAL, CHICAGO BRANCH, as the predecessor administrative agent		03/25/2009	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, as the successor administrative agent
Street Address:	280 Park Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2591562	AFRICANXCHANGE
Registration Number:	0892073	AMERICAN AGENT & BROKER
Registration Number:	2125500	ART BUSINESS NEWS
Registration Number:	1118420	ART BUYERS CARAVAN
Registration Number:	1718000	ARTEXPO PREVIEW
Registration Number:	1071827	BASICS & BEYOND
Registration Number:	2958767	CONSTRUCTION PURCHASING
Registration Number:	2301138	CONTRACTOR TOOLS AND SUPPLIES
Registration Number:	0825917	DECOR
Registration Number:	1533561	GALERIA
Registration Number:	0642661	LIFE INSURANCE SELLING
Registration Number:	2002132	MORTGAGE ORIGINATOR
Registration Number:	2094312	MRO TODAY

CH \$390.00 2591562

Registration Number:	2831256	MRO WIRED
Registration Number:	2889493	PROGRESSIVE DISTRIBUTOR

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
Address Line 1: 355 South Grand Avenue
Address Line 2: Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.323648
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	05/13/2009

Total Attachments: 6
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ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (the "Assignment") is made and effective as of the date indicated below and is granted by and among **THE NATIONAL UNDERWRITER COMPANY**, an Ohio corporation, the successor in interest to **SUMMIT BUSINESS MEDIA, LLC** ("Grantor") and **BANK OF MONTREAL, CHICAGO BRANCH**, as the predecessor administrative agent ("Assignor") for the benefit of **ARES CAPITAL CORPORATION**, a Maryland corporation, as the successor administrative agent ("Assignee/Grantee").

WHEREAS, Grantor owns all right, title and interest in and to the Pledged Collateral (as such term is herein defined);

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of November 3, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Summit Business Media Intermediate Holding Company, LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto (the "Lenders"), and the other agents party thereto, Assignor, as the administrative agent for the Lenders (in such capacity, the "Existing Administrative Agent") and the Lenders have agreed to provide certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Trademark Security Agreement (Second Lien), dated as of November 3, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of Assignor (as Existing Administrative Agent), pursuant to which Grantor granted to Assignor (as Existing Administrative Agent), a lien upon and security interest in, among other things, Grantor's respective right, title and interest in and to the following property of Grantor, whether then owned or thereafter acquired to secure the payment and performance of the Obligations (as defined in the Security Agreement) (collectively, the "Pledged Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing or hereafter acquired, and all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed with a national, state or local governmental authority of any country, whether now or hereafter existing, including, without limitation, all such rights referred to in Schedule A attached hereto (the "Trademarks"),

(b) any agreement, written or oral, providing for the grant by or to Grantor of any right to use any Trademark, whether now or hereafter existing, including, without limitation, any thereof referred to in Schedule A attached hereto;

(c) to the extent not otherwise included, all proceeds and products of any and all of the foregoing;

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office at Reel 3439 Frame 0335 on December 7, 2006; and

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of March 25, 2009, among the Borrower, the Grantor, the Assignor, the Assignee/Grantee and certain of the Lenders signatory thereto (the "Successor Agent Agreement"), Assignor agreed to assign to Assignee/Grantee (as successor administrative agent, for the benefit of the Lenders) (the "Successor Administrative Agent"), all right, title and interest of Assignor in and to the Pledged Collateral (collectively, the "Assigned Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor (as Existing Administrative Agent) hereby assigns, sells and transfers unto Assignee/Grantee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity in and to the Assigned Interest, the same to be held and enjoyed by Assignee/Grantee (as Successor Administrative Agent), their successors and assigns to the same extent that such would have been held and enjoyed by Assignor (as Existing Administrative Agent) had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee/Grantee in this regard as set forth in the Successor Agent Agreement to confirm and perfect title in and to the Assigned Interest in Assignee/Grantee (as Successor Administrative Agent), their successors, assigns, or other legal representatives.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 3rd day of ~~April~~ March 2009.

**BANK OF MONTREAL, CHICAGO BRANCH,
as Existing Administrative Agent**

By: _____

Name: James A. Jerz

Title: Vice President

[Signature Page to Assignment of Security Interest in Intellectual Property – Summit Business Media, LLC]

**TRADEMARK
REEL: 003986 FRAME: 0654**

**ACKNOWLEDGED, AGREED AND
CONSENT GIVEN:**

**THE NATIONAL UNDERWRITER COMPANY,
the successor in interest to SUMMIT BUSINESS
MEDIA, LLC**

By: Thomas M Flyrin

Name: Thomas M Flyrin

Title: COO / CFO

ACKNOWLEDGED AND AGREED:

**ARES CAPITAL CORPORATION, as Successor
Administrative Agent**

By: Michael L Smith

Name: Michael L. Smith

Title: Authorized Signatory

SCHEDULE A

<u>Federal Trademark</u>	<u>Reg. No.</u>	<u>Reg./Filing Date</u>
AFRICANXCHANGE	2,591,562	07/09/2002
	0,892,073	06/02/1970
ART BUSINESS NEWS	2,125,500	12/30/1997
	1,118,420	05/15/1979
ARTEXPO PREVIEW	1,718,000	09/22/1992
	1,071,827	08/23/1977
CONSTRUCTION PURCHASING	2,958,767	05/31/2005
CONTRACTOR TOOLS AND SUPPLIES	2,301,138	12/14/1999
	0,825,917	03/14/1967
GALERIA	1,533,561	04/04/1989
	0,642,661	03/12/1957
MORTGAGE ORIGINATOR	2,002,132	09/24/1996
MRO TODAY	2,094,312	09/09/1997
	2,831,256	04/13/2004
PROGRESSIVE DISTRIBUTOR	2,889,493	09/28/2004