

**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: 20**

Property Type	Number	Word Mark
Registration Number:	0857524	INSURANCEWEEK
Registration Number:	0950391	KIRSCHNER'S INSURANCE DIRECTORIES
Registration Number:	1485244	FUTURES
Registration Number:	1532981	NATIONAL UNDERWRITER
Registration Number:	1845570	CLAIMS
Registration Number:	1977914	INSUR'ED.
Registration Number:	2031856	FC&S
Registration Number:	2040043	BUILDING A LIFE INSURANCE CLIENTELE
Registration Number:	2033602	FC&S BULLETINS
Registration Number:	2093099	FC&S
Registration Number:	2112904	
Registration Number:	2312338	THE LAST WORD FOR OVER 100 YEARS
Registration Number:	2390342	INSURANCE WEST

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Registration Number:	2321001	TECHNOLOGY DECISIONS
Registration Number:	2501529	NATIONAL UNDERWRITER
Registration Number:	2501530	NATIONAL UNDERWRITER
Registration Number:	2499762	NATIONAL UNDERWRITER
Registration Number:	2750485	THE RED BOOK KIRSCHNER'S INSURANCE DIRECTORIES
Registration Number:	2773739	TECH DECISIONS
Serial Number:	78624201	INSURANCE ADVOCATE

**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 ("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 7, 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 0315 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").

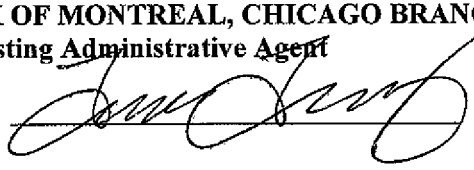
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor (as Existing Administrative Agent) hereby assigns, sells and transfers unto Assignee/Grantee, its successors and assigns, all of its right, title and interest throughout the 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.

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IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed by its officer thereunto duly authorized, as of the 05<sup>th</sup> day of ~~April~~ March 2009.

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

By: \_\_\_\_\_



Name: \_\_\_\_\_

**James A. Jorz**

Title: \_\_\_\_\_

**Vice President**

**ACKNOWLEDGED, AGREED AND  
CONSENT GIVEN:**

**THE NATIONAL UNDERWRITER COMPANY**

By: Thomas M Flynn

Name: Thomas M Flynn

Title: COO / CFO

**ACKNOWLEDGED AND AGREED:**


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

By: Michael L. Smith

Name: Michael L. Smith  
Authorized Signatory

Title: \_\_\_\_\_

SCHEDULE A

<u>Federal Trademark</u>	<u>Reg. No.</u>	<u>Reg./Filing Date</u>
INSURANCEWEEK	0,857,524	09/24/1968
KIRSCHNER'S INSURANCE DIRECTORIES	0,950,391	01/09/1973
<b>Futures</b>	1,485,244	04/19/1988
 NATIONAL UNDERWRITER	1,532,981	04/04/1989
CLAIMS	1,845,570	07/19/1994
INSUR'ED.	1,977,914	06/04/1996
FC&S	2,031,856	01/21/1997
<b>BUILDING A LIFE INSURANCE CLIENTELE</b>	2,040,043	02/25/1997
FC&S BULLETINS	2,033,602	01/28/1997
FC&S	2,093,099	09/02/1997
10-3-1	2,112,904	11/18/1997
THE LAST WORD FOR OVER 100 YEARS	2,312,338	01/25/2000
INSURANCE WEST	2,390,342	09/26/2000
TECHNOLOGY DECISIONS	2,321,001	02/22/2000
NATIONAL UNDERWRITER	2,501,529	10/30/2001
NATIONAL UNDERWRITER	2,501,530	10/30/2001
NATIONAL UNDERWRITER	2,499,762	10/23/2001
THE RED BOOK KIRSCHNER'S INSURANCE DIRECTORIES	2,750,485	08/12/2003
TECH DECISIONS	2,773,739	10/14/2003
INSURANCE ADVOCATE	78/624,201	05/05/2005