

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment of Security Interest	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
George Little Management, LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DMG Events (USA), Inc.		
<b>Street Address:</b>	46 SOUTHFIELD AVENUE, SUITE 400		
<b>City:</b>	STAMFORD		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1197348	BOSTON GIFT SHOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
<b>Phone:</b>	202-739-5652		
<b>Email:</b>	chowell@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Catherine R. Howell, Senior Paralegal		
<b>Address Line 1:</b>	1111 Pennsylvania Ave., N.W.; Attn: TMSU		
<b>Address Line 2:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	066001.0104		
<b>NAME OF SUBMITTER:</b>	Dana S. Gross		
<b>Signature:</b>	/Dana S. Gross/		

CH \$40.00 1197348

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**TRADEMARK**  
 REEL: 004630 FRAME: 0435

Date:

09/26/2011

Total Attachments: 2

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### CONSENT TO ASSIGNMENT

This Consent to Assignment (the "Consent") is made and entered into as of the 1st day of August, 2011 by and between URBAN EXPOSITION, LLC, a Georgia limited liability company ("Buyer") DMG EVENTS (USA), INC., a Delaware corporation (the "Assignee"), and GEORGE LITTLE MANAGEMENT, LLC, a Delaware limited liability company (the "Assignor").

### RECITALS

WHEREAS, Buyer and Assignor entered into that certain Asset Purchase Agreement dated as of August 7, 2008 relating to the acquisition by the Buyer of the Boston Gift Show assets (the "Asset Purchase Agreement");

WHEREAS, in order to secure the payment of the purchase price and other obligations of the Buyer under the Asset Purchase Agreement, Buyer and Assignor entered into the certain Security Agreement dated as of August 7, 2008 (the "Security Agreement");

WHEREAS, as of the date hereof, Assignor is a wholly owned subsidiary of Assignee;

WHEREAS, Assignor assigned and contributed to Assignee certain assets (the "Transaction") pursuant to that certain Asset Contribution Agreement dated August 1, 2011 (the "Purchase Agreement");

WHEREAS, pursuant to the Transaction, Assignor assigned and Assignee assumed, all of the rights, title, interest and obligations of Assignor under the Asset Purchase Agreement and the Security Agreement (the "Assignment"); and

WHEREAS, the terms of the Asset Purchase Agreement require the written consent of Buyer to any such Assignment and Buyer has agreed to grant such consent, subject to the terms and conditions set forth herein.

### AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Asset Purchase Agreement. In the event of any conflict with respect to such terms, the definitions set forth in this Consent shall govern. It is understood and agreed that all references to "Seller" in the Asset Purchase Agreement are amended and deemed to mean dmg events (USA) inc. and that all references to "Secured Party" in the Security Agreement are amended and deemed to mean dmg events (USA) inc.
2. Consent by Buyer. Buyer hereby consents to the Transaction and to the extent that the Transaction constitutes an assignment of the Asset Purchase Agreement and the Security Agreement, to the Assignment, subject to the terms and conditions set forth herein. Except as set forth in Section 1 above, this Consent shall not change, modify or amend the Asset Purchase Agreement or the Security Agreement in any manner. Buyer hereby agrees that all requirements under the Asset Purchase Agreement and the Security Agreement relating to the Transaction and the Assignment are hereby satisfied. This Consent shall not be deemed to be consent to any subsequent assignment.
3. Assumption by Assignee. Assignee accepts the assignment of the Asset Purchase Agreement and the Security Agreement from Assignor and agrees to assume and perform, in accordance with the terms of the Asset Purchase Agreement and the Security Agreement, all of the covenants, conditions, duties,


(B)

liabilities and obligations under the Asset Purchase Agreement and the Security Agreement, whether accruing prior to or after the date of the Transaction, including but not limited to the indemnification obligations of Seller under the Asset Purchase Agreement.

4. Buyer Payments: Security Interest. For purposes of clarification, Buyer acknowledges and agrees that any payments which become due to Seller under the Asset Purchase Agreement shall be paid to Assignee. To the extent that any security interests granted under the Security Agreement were recorded (for example, UCC security filings, and filings of security interests on the Trademark), Buyer agrees to execute, deliver and record (at Assignee's expense) any necessary documents to record that Assignee is the secured party thereunder. Assignee agrees to prepare all such filings.
5. Governing Law. This Consent shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
6. Severability. The invalidity of any provision of this Consent shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Consent.
7. Counterparts. This Consent may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. All signatures may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.


IN WITNESS WHEREOF, the parties have caused this Consent to be executed as of the date set forth above.

BUYER:

URBAN EXPOSITION  
By:   
Name: Douglas A. Miller  
Title: President

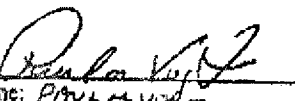
ASSIGNOR:

GEORGE LITTLE MANAGEMENT, LLC

By:   
Name: JOHN W. H. H. H. H.  
Title: SVP & GENERAL COUNSEL

ASSIGNEE:

DMG EVENTS (USA) INC.

By:   
Name: PAUL M. V. H.  
Title: GENERAL COUNSEL  
AND COMPANY SECRETARY