

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRAIN COMMUNICATIONS INC.		12/20/2016	Corporation: ILLINOIS
CRAIN COMMUNICATIONS INC.		12/20/2016	Corporation: DELAWARE
CRAIN MANAGEMENT SERVICES INC.		12/20/2016	Corporation: MICHIGAN
CRAIN COMMUNICATIONS EUROPE LLC		12/20/2016	Limited Liability Company: MICHIGAN
BREWERY PARK REALTY GROUP LLC		12/20/2016	Limited Liability Company: MICHIGAN
CRAIN ASSOCIATED ENTERPRISES, INC.		12/20/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1116 W. LONG LAKE RD.
City:	BLOOMFIELD HILLS
State/Country:	MICHIGAN
Postal Code:	48302
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1893815	STAFFING INDUSTRY REPORT
Registration Number:	2575828	STAFFING INDUSTRY REPORT
Registration Number:	4213390	THE ARCHER AWARDS
Registration Number:	4213391	THE ARCHER AWARDS ACHIEVEMENTS IN HUMAN
Registration Number:	0273431	ADVERTISING AGE
Registration Number:	2465499	ADVERTISING AGE
Registration Number:	4820414	AGENCY A-LIST
Registration Number:	1789374	AUTOFILE
Registration Number:	0554697	AUTOMOTIVE NEWS
Registration Number:	2457178	AUTOMOTIVE NEWS

OP \$990.00 1893815

Property Type	Number	Word Mark
Registration Number:	1598564	AUTOWEEK
Registration Number:	4009294	AUTOWEEK.COM
Registration Number:	3016453	BENEFIT MANAGER OF THE YEAR
Registration Number:	3135671	BTOB
Registration Number:	5007152	BUSINESS NEWS JUST GOT PERSONAL
Registration Number:	1725542	CHICAGO BUSINESS
Registration Number:	1725530	CLEVELAND BUSINESS
Registration Number:	4843918	CRAIN'S 5 BOROS
Registration Number:	4934298	5BOROS
Registration Number:	1197842	CRAIN'S CHICAGO BUSINESS
Registration Number:	1598568	CRAIN'S CLEVELAND BUSINESS
Registration Number:	1599591	CRAIN'S DETROIT BUSINESS
Registration Number:	1599593	CRAIN'S NEW YORK BUSINESS
Registration Number:	4834834	CRAIN'S SHALE
Registration Number:	1860378	CRAIN'S SMALL BUSINESS
Registration Number:	1725529	DETROIT BUSINESS
Registration Number:	4784524	DETROIT HOMECOMING
Registration Number:	3135672	INVESTMENTNEWS
Registration Number:	4373839	LEADERSHIP COLLECTIVE
Registration Number:	3115542	MEDIA BUSINESS
Registration Number:	1009166	MODERN HEALTHCARE
Registration Number:	1717993	NEW YORK BUSINESS
Registration Number:	3774514	NEWSPRO
Registration Number:	1762763	PENSIONS & INVESTMENTS
Registration Number:	1974604	PLASTICS NEWS
Registration Number:	1093218	RUBBER & PLASTICS NEWS
Registration Number:	1622460	TIRE BUSINESS
Registration Number:	2414813	AUTOMOTIVE NEWS EUROPE
Registration Number:	3390796	AUTOMOTIVE NEWS EUROPE

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 313-223-3194

Email: nzemgulis@dickinsonwright.com

Correspondent Name: Deborah L. Germany

Address Line 1: 500 Woodward Ave.

Address Line 2: Suite 4000

Address Line 4: Detroit, MICHIGAN 48226

TRADEMARK

REEL: 005954 FRAME: 0965

ATTORNEY DOCKET NUMBER:	7-4640
NAME OF SUBMITTER:	DEBORAH L. GERMANY
SIGNATURE:	/DEBORAH L. GERMANY/
DATE SIGNED:	12/21/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 20, 2016 by and between Crain Communications Inc., an Illinois corporation, Crain Communications Inc., a Delaware corporation, Crain Management Services Inc., a Michigan corporation, Crain Communications Europe LLC, a Michigan limited liability company, Brewery Park Realty Group LLC, a Michigan limited liability company, and Crain Associated Enterprises, Inc., an Illinois corporation (collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association (the "Lender"), in connection with the Security Agreement referred to below.

Recitals

A. The Grantors, the other loan parties party thereto and the Lender are entering into that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark, including without limitation, each trademark referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark application, including without limitation, each trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, with the exception of any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Latham Act (15 U.S.C. 1051, et seq.), unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or (d) of said Act, to the extent that granting a

lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application;

- (3) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 4 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

CRAIN COMMUNICATIONS, INC., an Illinois corporation, as Borrower

CRAIN COMMUNICATIONS INC., a Delaware corporation, as Loan Guarantor

CRAIN MANAGEMENT SERVICES INC., a Michigan corporation, as Loan Guarantor

CRAIN COMMUNICATIONS EUROPE L.L.C., a Michigan limited liability company, as Loan Guarantor

CRAIN ASSOCIATED ENTERPRISES, INC., an Illinois corporation, as Loan Guarantor

By: *William A. Morrow* *

Name: William A. Morrow

Title: Senior Executive Vice President

By: *Robert L. Recchia* *

Name: Robert L. Recchia

Title: Authorized Representative (Chief Financial Officer)

BREWERY PARK REALTY GROUP LLC, a Michigan limited liability company, as Loan Guarantor

By: *William A. Morrow* *

Name: William A. Morrow

Title: Senior Executive Vice President of Crain Communications, Inc.

By: *Robert L. Recchia* *

Name: Robert L. Recchia

Title: Authorized Representative (Chief Financial Officer)

*Each of the above is signing on behalf of the Borrower and each Loan Guarantor

Signature Page to Crain Communications Trademark Security Agreement

TRADEMARK
REEL: 005954 FRAME: 0969

JPMORGAN CHASE BANK, N.A.
as Lender

By:

Name: DAVID C. CRIMMINS

Title: EXECUTIVE DIRECTOR

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Number
Crain Communications, Inc.	STAFFING INDUSTRY REPORT	1893815
Crain Communications, Inc.	STAFFING INDUSTRY REPORT	2575828
Crain Communications, Inc.	THE ARCHER AWARDS	4213390
Crain Communications, Inc.	THE ARCHER AWARDS ACHIEVEMENTS IN HUMAN RESOURCES	4213391
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TRADEMARK APPLICATIONS

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.