

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse, as Collateral Agent		06/05/2009	Bank: SWITZERLAND

**RECEIVING PARTY DATA**

Name:	Wilmington Trust FSB, as Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Federal Savings Bank: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2928102	BEVERAGE & FOOD
Registration Number:	2760488	BEVERAGE RETAILER
Registration Number:	3101408	
Registration Number:	2946545	&
Registration Number:	3101099	
Registration Number:	2796824	NIGHTCLUB&BAR
Registration Number:	2934161	!SALUD! Y BUEN PROVECHO
Registration Number:	3022406	THE SHOW
Serial Number:	78480757	& HUB OF HOSPITALITY
Serial Number:	77164502	LAS VEGAS INTERNATIONAL RESTAURANT SHOW

**CORRESPONDENCE DATA**

Fax Number: (617)526-9899  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900140026**

**TRADEMARK  
 REEL: 004035 FRAME: 0948**

**CH \$265.00 2928102**

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ATTORNEY DOCKET NUMBER:	77401/002
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	08/03/2009

Total Attachments: 6  
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## ASSIGNMENT OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT dated as of June 5, 2009, from Credit Suisse, as initial collateral agent (the “Initial Collateral Agent”), to Wilmington Trust FSB, as successor collateral agent (together with its successors and assigns, the “Successor Collateral Agent”).

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Intellectual Property Security Agreement, dated as of September 12, 2007 (the “IP Security Agreement”), by Oxford Publishing, Inc., a Mississippi corporation (the “Grantor”) in favor of the Initial Collateral Agent, the Grantor granted a security interest to the Initial Collateral Agent in certain Collateral including the (i) Trademarks set forth on Schedule I thereto, (ii) the Patents set forth on Schedule II thereto and (iii) the Copyrights set forth on Schedule III thereto; and

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on September 14, 2007, at Reel 3621, Frame 0787 and the United States Copyright Office on September 21, 2007 at Volume 3557, Document Number 269; and

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Second Lien Credit Agreement (as such term is defined in the IP Security Agreement) and the IP Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

1. Definitions. The terms “Trademarks”, “Patents” and “Copyrights” shall have the meanings ascribed to them in the IP Security Agreement, and include, without limitation, those items listed on Schedule A, Schedule B and Schedule C hereto.
2. Assignment of Security Interest. The Initial Collateral Agent hereby assigns all of its rights, powers and privileges under the IP Security Agreement, including those respecting the Trademark, Patent and Copyright applications and registrations, to the Successor Collateral Agent.
3. Further Assurances. The Initial Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Second Lien Intellectual Property Security Interest by its duly authorized officer as of the date first written above.

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH**  
as Existing Agent







By:   
Name: **Graham Lawrence**  
Title: **Vice President**


**CREDIT SUISSE, CAYMAN ISLANDS BRANCH**  
as Existing Agent

By:   
Name: **Bryan J. Matthews**  
Title: **Director**

EXHIBIT A

Trademarks

<b>Grantor</b>	<b>Mark</b>	<b>Serial No. File Date</b>	<b>Reg. No. Reg. Date</b>	<b>Goods/Services</b>
Oxford Publishing, Inc.	BEVERAGE & FOOD (and Design) 	76/438,610 08-07-2002	2,928,102 02-22-2005	Magazines in the field of food and beverage
Oxford Publishing, Inc.	BEVERAGE RETAILER	76/438,609 08-07-2002	2,760,488 09-02-2003	Magazines in the field of food and beverage
Oxford Publishing, Inc.	Miscellaneous Design 	76/978,061 76/438,613 08-07-2002	3,101,408 06-06-2006	Arranging and conducting tradeshows and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	Miscellaneous Deisgn 	76/522,295 06-12-2003	2,946,545 05-03-2005	Magazines in the field of food and beverages; Arranging and conducting tradeshows and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	Miscellaneous Design 	76/438,613 08-07-2002	3,101,099 06-06-2006	Magazines in the field of food and beverage
Oxford Publishing, Inc.	NIGHTCLUB & BAR (and Design) 	76/410,724 05-22-2002	2,796,824 12-23-2003	Magazines in the field of food and beverage; Arranging and conducting tradeshows and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others.
Oxford Publishing, Inc.	SALUD! BUEN PROVECHO (and Design) 	78/268,201 06-27-2003	2,934,161 03-15-2005	Magazines in the field of food and beverage

Grantor	Mark	Serial No. File Date	Reg. No. Reg. Date	Goods/Services
Oxford Publishing, Inc.	THE SHOW (and Design) 	76/526,800 07-02-2003	3,022,406 12-06-2005	Arranging and conducting tradeshows and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others

Pending Trademark Applications



Grantor	Mark	Serial No. File Date	Goods/Services
Oxford Publishing, Inc.	HUB OF HOSPITALITY (and Design) 	78/480,757 09-09-2004	Arranging and conducting tradeshows and conventions in the field of food and beverage; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others
Oxford Publishing, Inc.	LAS VEGAS INTERNATIONAL RESTAURANT SHOW (and Design) 	77/164,502 04-24-2007	Arranging and conducting tradeshows and conventions for members of the restaurant industry; disseminating marketing materials to exhibitors and attendees at trade shows and conventions arranged by others



EXHIBIT B

Patents

None.

EXHIBIT C

Copyrights

Grantor	Title	Registration No.	Registration Date
Oxford Publishing, Inc.	Nightclub & Bar Stylized Ampersand I 	VA-1-210-970	06-03-2003
Oxford Publishing, Inc.	Stylized Ampersand No. 5 	VAu-592-870	06-03-2003