

ASSIGNMENT OF MEMBERSHIP INTEREST
Advancestar LLC

This Assignment of Membership Interest (this "**Assignment**") is made effective as of March __, 2011 by Kerry Wellington, with an address c/o Classic Group Inc., 4 West 22nd Street, New York, NY 10010 ("**Assignor**"), to and for the benefit of David J. Mitchell, with an address at 815 Fifth Avenue, New York, NY 10065 ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Membership Interest Purchase Agreement, of even date herewith (the "**Purchase Agreement**"), relating to, among other things, Advancestar LLC (the "**Company**"), and all capitalized terms which used, but not defined, herein shall have the respective definitions set forth in the Purchase Agreement; and

WHEREAS, Assignor desires to sell and transfer a 12.5% Percentage Interest in the Company (the "**Purchased Interest**"), and Assignee desires to acquire such Purchased Interest;

NOW, THEREFORE, Assignor and Assignees agree as follows:

1. Assignment and Assumption.

(a) In consideration of the payments in the amounts and payable in the manner set forth in the Purchase Agreement, Assignor hereby sells, assigns and transfers all of Assignor's right, title and interest in and to the Purchased Interest to Assignee, and Assignee hereby purchases such Purchased Interest, and assumes any and all obligations of Assignor as a Member with respect to such Purchased Interest under the Advancestar Operating Agreement (the "**Operating Agreement**"). Such assignment shall include all of Assignor's right, title, interest in and to the Purchased Interest, including the right with respect thereto to share in income, the right to distributions and all voting rights under the Operating Agreement.

(b) Assignor hereby represents and warrants to Assignee that Assignor (i) is the sole and exclusive owner of, and possesses good and marketable title to, the Purchased Interest, free and clear of all Encumbrances except Permitted Encumbrances, and (ii) Assignor has not previously sold, assigned, transferred or hypothecated any portion of the Purchased Interest or any beneficial interest therein.

2. Substitution. Assignor hereby consents to the substitution of the Assignee as a Member of the Company, and to the admission of the Assignee as a Member, with respect to the Purchased Interest. Assignee hereby agrees to be bound by all of the terms and conditions of the Operating Agreement with respect to the Purchased Interest purchased hereunder and is executing that certain Signature Addendum concurrently herewith.

3. Withdrawal. Effective upon the assignment pursuant to Section 1 hereof and the substitution and admission of the Assignee as a Member of the Company pursuant to Section 2 hereof, the Assignor acknowledges and agrees that it has no further right, title or interest in or to the Company, its assets, distributions or business with respect to the Purchased Interest.

4. Governing Law. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of New York, excluding its rules applicable to conflict of laws. The parties agree to submit to the exclusive jurisdiction and venue of the State and Federal courts of the City and County of New York, New York in connection with any dispute related to this Agreement.

5. Third Party Beneficiaries; Cooperation. Except as contemplated by Section 4 hereof, no person or entity which is not a signatory to this Assignment shall have any rights whatsoever in connection with this Assignment, and no such party shall have any right to enforce any term of this Agreement. Assignor, at its expense, shall execute and deliver all such instruments and take all such action as the Assignee from time to time may reasonably request in order to obtain effect this Assignment.

6. Expenses; Legal Fees. In the event that Assignor asserts, or commences any action based upon, any claim that was released pursuant to Section 4 hereof, Assignor shall pay, indemnify and hold the Company, Assignee and all other Releasees harmless from any and all legal fees, court costs and other expenses incurred by any of them in connection with such claim or action. In addition, the prevailing party shall be entitled to recover all reasonable legal fees and expenses incurred in connection with any action to enforce the terms and conditions of this Assignment.

7. Effectiveness; Counterparts. This Assignment shall not be effective unless and until signed by all the parties named as signatories hereto and the Manager of the Company has provided its consent as set forth below. This Assignment may be executed and delivered in counterparts and by facsimile and PDF and as so executed and delivered shall be fully effective and binding on the parties hereto.

IN WITNESS WHEREOF, the undersigned have made this Assignment effective as of the date first written above.

ASSIGNOR:

KERRY WELLINGTON

ASSIGNEE:

DAVID J. MITCHELL

CONSENT ACKNOWLEDGED:

DAVID J. MITCHELL
Non-transferring Member and
Manager of Advancestar LLC