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To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Penton Media, Inc.

2. Name and address of receiving party:

First Union National Bank, as Administrative Agent
One First Union Center
TW-4
Charlotte, NC 28288-0608

3. Nature of conveyance:

Grant of Trademark Security Agreement

Execution Date: November 24, 1998

4. Registration numbers:

See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:

Christina Chang
Legal Assistant
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90017

6. Total number of applications and registrations involved: twelve (12)

7. Total fee: \$ 315.00

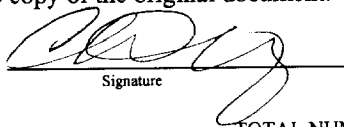
8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christina WH Chang
Name of Person Signing


Signature

December 1, 1998
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: _____

12/08/1998 DNGUYEN 00000016 1435891

01 FC:441
02 FC:442

40.00 OP
275.00 OP

**SCHEDULE A
TO COMPANY SECURITY AGREEMENT**

Registered and Pending Trademarks and Service Marks

U.S. Trademark or Service Mark Description	Registration Number	Registration Date	Application Number	Application Date
A/E/C SYSTEMS & Designs	1435891	04/07/87		
INTELLIBUILD	1658486	09/24/91		
INTELLIMAP	1868556	12/20/94		
INTELLIMAP	1928049	10/17/95		
COMPUTER SOLUTIONS	1799289	10/19/93		
GOVCAD	2120997	12/16/97		
TRADESHOW-IN-A- PACKET	1931388	10/31/95		
A/E/C SYSTEMS INTERNATIONAL & Design	2001438	12/17/96		
VIRTUAL/ DESIGN			74 468200	12/10/93
BUILD USA & Design			75 377186	10/21/97
EDM/ PDM EXPO			75 001916	10/05/95
UTILITY INFORMATION SYSTEMS EXPO			75 050196	01/30/96

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, PENTON MEDIA, INC., a Delaware corporation ("**GRANTOR**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of November 24, 1998 (said Credit Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), **DLJ Capital Funding, Inc.** as Syndication Agent for Lenders, The Bank of New York and Key Corporate Capital Inc., as Co-Documentation Agents for Lenders, and **First Union National Bank**, as administrative agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Interest Rate Agreements**") with one or more Lenders (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Company Security Agreement dated as of November 24, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of

the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

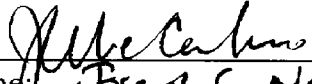
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 24th day of November, 1998.

PENTON MEDIA, INC., as Grantor

By: 
Name: Joseph G. NeCastro
Title: CFO

STATE OF OHIO)
) SS.:

COUNTY OF Cuyahoga)

JENNIFER L. CICERO
Notary Public - State of Ohio, Cuya. Cty.
My Commission Expires February 6, 2003

On 11-20, 1998 before me, _____, a Notary Public in and for said State, personally appeared JG NECASTRO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Jennifer L. Cicero (Seal)

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST¹**

Registered Trademarks and Service Mark

<u>Registered Owner</u>	<u>U.S. Trademark or Service Mark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Penton Publishing, Inc. ²	A/E/C SYSTEMS & Designs	1435891	04/07/87
Penton Publishing, Inc. ²	INTELLIBUILD	1658486	09/24/91
Penton Publishing, Inc. ²	INTELLIMAP	1868556	12/20/94
Penton Publishing, Inc. ²	INTELLIMAP	1928049	10/17/95
Penton Publishing, Inc. ²	COMPUTER SOLUTIONS	1799289	10/19/93
Penton Publishing, Inc. ²	GOVCAD	2120997	12/16/97
Penton Publishing, Inc. ²	TRADESHOW-IN-A-PACKET	1931388	10/31/95
Penton Publishing, Inc. ²	A/E/C SYSTEMS INTERNATIONAL & Design	2001438	12/17/96

Pending Service Marks

<u>Registered Owner</u>	<u>U.S. Trademark or Service Mark Description</u>	<u>Serial Number</u>	<u>Registration Date</u>
Penton Publishing, Inc. ²	VIRTUAL/ DESIGN	74/ 468200	12/10/93
Penton Publishing, Inc. ²	BUILD USA & Design	75/ 377186	10/21/97
Penton Publishing, Inc. ²	EDM/ PDM EXPO	75/ 001916	10/05/95
Penton Publishing, Inc. ²	UTILITY INFORMATION SYSTEMS EXPO	75/ 050196	01/30/96

¹ Grant of Trademark Security Interest by Penton Media, Inc.

² Now known as Penton Media, Inc.