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100915432

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

Internet World Media

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: thirty-nine (39)

7. Total fee: \$ 990

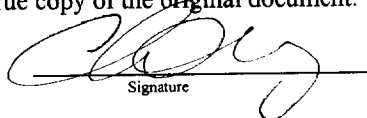
8. Deposit Account Number:

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 DMSUYEN 00000014 75520298

01 FC:481
02 FC:482

40.00 DP
950.00 DP

LA1:829319

TRADEMARK
REEL: 1823 FRAME: 0653

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

U.S. Trademarks

U.S. Trademark Description	Registration/ Application Number	Registration/ Application Date	Status
BOARDWATCH	75/520298	07/16/98	Pending
BOARDWATCH	75/524929	07/24/98	Pending
INFOCACHE	75/120226	06/17/96	Notice of Allowance
INFOCACHE	2049253	04/01/97	Registered
INTERNET RESELLER WORLD	75/274384	04/14/97	Suspended
INTERNET RESELLER WORLD	75/274385	04/14/97	Suspended
INTERNET WORLD	74/681194	05/24/95	Suspended
INTERNET WORLD	75/237487	02/06/97	Suspended
INTERNET WORLD	75/073281	03/15/96	Suspended
INTERNET WORLD	75/012252	10/30/95	Suspended
INTERNET WORLD	75/274653	04/10/97	Suspended
INTERNET WORLD and Design	75/295882	05/21/97	Suspended
INTERNET WORLD and Design (Gavin Logo)	VA 853-514	07/02/96	Registered
INTRANET WORLD	75/976336	02/20/96	Suspended
INTRANET WORLD	75/061902	02/20/96	Suspended

U.S. Trademark Description	Registration/ Application Number	Registration/ Application Date	Status
ISP WORLD	75/202252	11/22/96	Published and opposed
ISP WORLD	75/202251	11/22/96	Published and opposed
ISP WORLD	75/202253	11/22/96	Published and opposed
ISP WORLD	75/202254	11/22/96	Published and opposed
IW LABS	2029051	01/07/97	Registered
MECKLERMEDIA	2000605	09/17/96	Registered
MECKLERMEDIA	2029022	01/07/97	Registered
THE INTERNET MEDIA COMPANY	2188909	09/15/98	Registered
THE INTERNET MEDIA COMPANY	75/236016	02/04/97	Published
THE INTERNET MEDIA COMPANY	75/236017	02/04/97	Published
THE INTERNET MEDIA COMPANY	75/243093	02/18/97	Published
THE TOTAL SOLUTION	75/268123	04/02/97	Published
THE TOTAL SOLUTION	75/268122	04/02/97	Published
THE VOICE OF E- BUSINESS AND INTERNET TECHNOLOGY	75/461959	04/03/98	Pending
VIRTUAL REALITY WORLD	2036496	2/11/97	Registered

U.S. Trademark Description	Registration/ Application Number	Registration/ Application Date	Status
VP WORLD	2035053	02/04/97	Registered
WEB INTERACTIVE	2106639	10/21/97	Registered
WEB WEEK	2113319	11/18/97	Registered
WEB WEEK	75/237486	02/06/97	Notice of Allowance
WEB WEEK	75/263461	03/25/97	Published
WE'VE GOT IT COVERED	75/539541	08/20/98	Pending
WE'VE GOT IT COVERED	75/520291	07/16/98	Pending
WHERE THE INTERNET COMES ALIVE	2151707	04/21/98	Registered
WHERE THE INTERNET MEANS BUSINESS	2168840	06/30/98	Registered

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, INTERNET WORLD MEDIA, INC. formerly known as **MECKLERMEDIA CORPORATION**, 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, Penton Media, Inc., a Delaware corporation, 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 Company; and

WHEREAS, Company 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 a Subsidiary Guaranty dated as of November 24, 1998, Grantor has guarantied all obligations of Company under the Credit Agreement, the Loan Documents, as defined therein, and the Interest Rate Agreements;

WHEREAS, pursuant to the terms of a Subsidiary 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

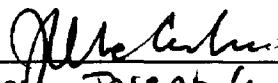
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss 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.

INTERNET WORLD MEDIA, INC., as
Grantor

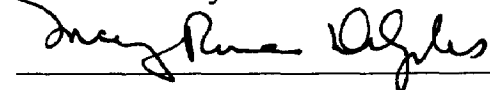
By: 
Name: Joseph G. NeCastro
Title: CFO

STATE OF New York)
) SS.:
COUNTY OF New York)

MARY ROSE DeANGELIS

On November 24, 1998, before me, _____, a Notary Public in and for said State, personally appeared Joseph G. 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  (Seal)

MARY ROSE DeANGELIS
NOTARY PUBLIC, State of New York
No. 31-4606477
Qualified in New York County
Term Expires December 31, 1999

**SCHEDULE A
TO GRANT OF TRADEMARK SECURITY INTEREST ¹**

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¹ Grant of Security Interest by Internet World Media, Inc.

² Now known as Internet World Media, Inc.

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