TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRISM BUSINESS MEDIA INC.	FORMERLY (successor by merger to PBI Media, Inc. and formerly known as PRIMEDIA Business Magazines & Media Inc.)	05/16/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2801641	AUTO INTERIORS
Registration Number:	2439706	AUTO INTERIORS
Registration Number:	542113	WARD'S
Registration Number:	1442079	WARD'S AUTOMOTIVE INTERNATIONAL
Registration Number:	542114	WARD'S AUTOMOTIVE REPORTS
Registration Number:	1461884	WARD'S AUTOMOTIVE YEARBOOK
Registration Number:	896525	WARD'S AUTOWORLD
Registration Number:	2150243	WARD'S DEALER BUSINESS
Registration Number:	1996456	WARD'S ENGINE AND VEHICLE TECHNOLOGY UPDATE
Serial Number:	78689806	EXECUTIVE TRAVELER EDITION
Serial Number:	78689877	AIR CHARTER GUIDE

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Serial Number:	78689834	THE CELLULAR PILOT
Serial Number:	78775997	PRISM BUSINESS MEDIA
Serial Number:	78776040	PRISM BUSINESS MEDIA
Serial Number:	78776000	PRISM BUSINESS MEDIA
Serial Number:	78792013	PRISM BUSINESS MEDIA
Serial Number:	78792014	PRISM BUSINESS MEDIA
Serial Number:	78792015	PRISM BUSINESS MEDIA

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Virginia Boyd

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	2962/12657
NAME OF SUBMITTER:	Virginia Boyd
Signature:	/VIRGINIA BOYD/
Date:	06/07/2006

Total Attachments: 7

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this IP Security Agreement Supplement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 30, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Credit Suisse ("CS"), as First Lien Administrative Agent and CS, as Second Lien Administrative Agent and acknowledged and agreed to by PBI Media Holdings Inc., PBI Media Inc. and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated May 16, 2006, is made by Prism Business Media Inc. (successor by merger to PBI Media, Inc. and formerly known as PRIMEDIA Business Magazines & Media Inc.) (the "Grantor") in favor of Credit Suisse, as administrative agent (in such capacity, the "Administrative Agent"), for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PBI Media Inc. ("PBI"), a Delaware corporation, has entered into a Second Lien Credit Agreement dated as of September 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent, the other agents party thereto and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Swap Agreements by the Persons party thereto from time to time, PBI has executed and delivered that certain Second Lien Collateral Agreement dated September 30, 2005 made by PBI and PBI Media Holdings Inc. to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the Grantor has executed and delivered to the Administrative Agent that certain Second Lien Assumption Agreement dated as of September 30, 2005 made by the Grantor and PBI in favor of the Lenders and the Administrative Agent and has thereby assumed all of the obligations of PBI under the Credit Agreement and the Collateral Agreement.

WHEREAS, the Grantor was duly merged with and into PBI on September 30, 2005 with the Grantor continuing as the surviving company.

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WHEREAS, under the terms of the Collateral Agreement, the Grantor (as successor in interest to PBI) has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed under the Credit Agreement to, and has entered into for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, that certain Second Lien Intellectual Property Security Agreement dated October 27, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Additional Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

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(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRISM BUSINESS MEDIA INC.

By _____
Name: CFO/COO
Title: Andrea Persily

Address for Notices:

249 West 17th Street
New York, NY 10011
Attention: General Counsel
Fax: (913) 514-7472

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Schedule A

Patents

Title	Patent No. / Granted	Serial No. / Filed	Status
Presentation and management of aircraft availability data	20060046718 20030602	10/926,725 20040826	Published
Presentation and management of aircraft availability data	N/A	PCT/US05/030511 20050825	Published

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Schedule B

Trademarks

Trademark	Reg. No. / Date	App. No. / Filed	Status
AUTO INTERIORS	2,801,641 20031230	78/212,842 20030210	Registered
AUTO INTERIORS	2,439,706 20010327	76/050,987 20000518	Registered
WARD'S	542,113 19510508	71/597,244 19500510	Registered
WARD'S AUTOMOTIVE INTERNATIONAL	1,442,079 19870609	73/626,062 19861020	Registered
WARD'S AUTOMOTIVE REPORTS	542,114 19510508	71/597,245 19500510	Registered
WARD'S AUTOMOTIVE YEARBOOK	1,461,884 19871020	73/651,399 19870318	Registered
WARD'S AUTOWORLD	896,525 19700811	72/321,267 19690310	Registered
WARD'S DEALER BUSINESS	2,150,243 19980414	75/159,299 19960903	Registered
WARD'S ENGINE AND VEHICLE TECHNOLOGY UPDATE	1,996,456 19960827	74/585,717 19941014	Registered
EXECUTIVE TRAVELER EDITION	N/A	78/689,806 20050810	Pending
THE AIR CHARTER GUIDE	N/A	78/689,877 20050810	Pending
THE CELLULAR PILOT	N/A	78/689,834 20050810	Pending
PRISM BUSINESS MEDIA	N/A	78/775,997 20051219	Pending
PRISM BUSINESS MEDIA	N/A	78/776,040 20051219	Pending
PRISM BUSINESS MEDIA	N/A	78/776,000 20051219	Pending
PRISM BUSINESS MEDIA	N/A	78/776,000 20051219	Pending
PRISM BUSINESS MEDIA	N/A	78/775,997 20051219	Pending
PRISM BUSINESS MEDIA & DESIGN	N/A	78/792,013 20060115	Pending
PRISM BUSINESS MEDIA & DESIGN	N/A	78/792,014 20060115	Pending
PRISM BUSINESS MEDIA & DESIGN	N/A	78/792,015 20060115	Pending
PRISM BUSINESS MEDIA	N/A	78/776,040 20051219	Pending

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Schedule C

Copyrights

The Air Charter Guide
The Air Charter Guide, Executive Traveler Edition
The Cellular Pilot
The Air Charter Journal
The Air Charter Guide - CD Rom
Who's Who in Air Charter
The Yacht Charter Guide
aircharterguide.com
CharterX

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