

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Release of First Lien and Second Lien Security Interest (Release of Security Interest in Certain Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse		09/22/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Prism Business Media Inc.
Street Address:	249 W. 17th Street, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2670514	PROFITABLE EMBROIDERER
Registration Number:	1904410	STITCHES MAGAZINE
Registration Number:	2239892	WEARABLES BUSINESS
Registration Number:	2560623	WEARABLES BUSINESS ONLINE

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-326-3939
 Email: nytef@jonesday.com
 Correspondent Name: Nancy A. Zoubek
 Address Line 1: 222 East 41st Street
 Address Line 4: New York, NEW YORK 10017-6702

ATTORNEY DOCKET NUMBER:	473972-645001
NAME OF SUBMITTER:	Nancy A. Zoubek

CH \$115.00 2670514

Signature:

/Nancy A. Zoubek/

Date:

10/09/2006

Total Attachments: 5

source=Prism Partial Release#page1.tif

source=Prism Partial Release#page2.tif

source=Prism Partial Release#page3.tif

source=Prism Partial Release#page4.tif

source=Prism Partial Release#page5.tif

PARTIAL RELEASE OF FIRST LIEN AND SECOND LIEN SECURITY INTEREST

Reference is made to: (a) that certain First Lien Credit Agreement dated as of September 30, 2005, as amended by Amendment No. 1 thereto dated as of October 19, 2005, Amendment No. 2 thereto dated as of December 9, 2005 and Amendment No. 3 thereto dated as of June 2, 2006 (as further amended, supplemented or otherwise modified through the date hereof, the "**First Lien Credit Agreement**") among Prism Business Media Inc., (formerly known as PRIMEDIA Business Magazines & Media Inc., successor by merger to PBI Media Inc.) (the "**Borrower**"), Prism Business Media Holdings Inc. (formerly known as PBI Media Holdings Inc.) ("**Holdings**"), the banks, financial institutions and institutional lenders party thereto (the "**First Lien Lenders**"), Credit Suisse ("**CS**"), as administrative agent (in such capacity, the "**First Lien Administrative Agent**"), and the other Agents party thereto;

- (b) that certain Second Lien Credit Agreement dated as of September 30, 2005, as amended by Amendment No. 1 thereto dated as of June 2, 2006 (as further amended, supplemented or otherwise modified through the date hereof, the "**Second Lien Credit Agreement**"; and together with the First Lien Credit Agreement, the "**Credit Agreements**") among the Borrower, Holdings, the banks, financial institutions and institutional lenders party thereto (the "**Second Lien Lenders**"), CS, as administrative agent (in such capacity, the "**Second Lien Administrative Agent**"; and together with the First Lien Administrative Agent, the "**Administrative Agents**"), and the other Agents party thereto;
- (c) that certain First Lien Collateral Agreement dated as of September 30, 2005 (as amended, supplemented or otherwise modified through the date hereof, the "**First Lien Collateral Agreement**") made by the Pledgors (as defined in the First Lien Collateral Agreement) to CS, as administrative agent for the Secured Parties;
- (d) that certain Second Lien Collateral Agreement dated as of September 30, 2005 (as amended, supplemented or otherwise modified through the date hereof, the "**Second Lien Collateral Agreement**"; and together with the First Lien Collateral Agreement, the "**Collateral Agreements**") made by the Pledgors (as defined in the Second Lien Collateral Agreement) to CS, as administrative agent for the Secured Parties
- (e) that certain First Lien Intellectual Property Security Agreement dated October 27, 2005 (as amended, supplemented or otherwise modified through the date hereof, the "**First Lien IPSA**") made by the Borrower to CS, as administrative agent for the Secured Parties, and recorded with the United States Patent and Trademark Office (the "**PTO**") on December 29, 2005 at reel and frame number 3218/0613 with respect to the Trademark Collateral (as defined below); and
- (f) that certain Second Lien Intellectual Property Security Agreement dated October 27, 2005 (as amended, supplemented or otherwise modified through the date hereof, the "**Second Lien IPSA**"; and together with the First Lien IPSA, the "**IPSAs**") made by the Borrower to CS, as administrative agent for the Secured Parties, and recorded with the United States

Patent and Trademark Office (the "*PTO*") on December 29, 2005 at reel and frame number 3218/0636 with respect to the Trademark Collateral (as defined below).

Capitalized terms used but not defined herein have the meanings specified in the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable.

Upon the request of the Borrower for a release of liens on certain assets more particularly described below granted under (a) the Collateral Agreements and (b) the IPSAs, the undersigned does hereby agree as follows:

1. Without recourse and without any representation or warranty of any kind (express, implied or otherwise), each of the Administrative Agents hereby releases any and all liens, security interests, charges and encumbrances granted pursuant to the Collateral Agreements and the IPSAs on (but only on) all of Administrative Agents' right, title and interest in and to the following (the "*Trademark Collateral*"):

(a) the trademark and service mark registrations and applications described on Schedule I to this Partial Release, together with the goodwill symbolized thereby (the "*Trademarks*");

(b) all extensions and renewals 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 the Administrative Agent accruing thereunder or pertaining thereto;

(c) 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

(d) 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.

2. For purposes of Section 9-315(a)(1) of the Uniform Commercial Code as in effect on the date hereof in the State of New York, each of the Administrative Agents hereby authorizes the sale (the "*Sale*") of the Purchased Assets (as defined in the Purchase Agreement referred to below) (the "*Purchased Assets*") according to the terms of the Asset Purchase Agreement dated the date hereof (the "*Purchase Agreement*") between the Borrower and Advertising Specialty Institute Inc., a Pennsylvania corporation, for the transfer of the Purchased Assets free of any security interest created in its favor by the First Lien Collateral Agreement or the Second Lien Collateral Agreement, as applicable, or the First Lien IPSA or the Second Lien IPSA, as applicable.

3. This Partial Release shall be effective only with respect to the Trademark Collateral and the Purchased Assets and nothing contained herein shall be deemed to be a release or termination of or have any other effect on any other liens, security interests, charges or encumbrances on any other property or assets granted by any Pledgor (as defined in each of the


Collateral Agreements) or any Grantor (as defined in each of the IPSAs) in connection with, or a release of any obligations under, either of the Credit Agreements or any of the other Loan Documents (as defined in each of the Credit Agreements).

4. This Partial Release, together with Schedule I hereto, may be recorded in the PTO.

5. This Partial Release shall be governed by and construed in accordance with the laws of the State of New York.

Dated this 22nd day of September, 2006.

CREDIT SUISSE, Cayman Islands Branch
as First Lien Administrative Agent and as
Second Lien Administrative Agent

By: 

Name: DOREEN BARR
Title: VICE PRESIDENT

By: 

Name: KARIM BLASETTI
Title: ASSOCIATE

**SCHEDULE I to the
PARTIAL RELEASE**

TRADEMARKS

Trademark	Registration Number	Registration Date
PROFITABLE EMBROIDERER	2,670,514	20021231
STITCHES MAGAZINE	1,904,410	19950711
WEARABLES BUSINESS	2,239,892	19990413
WEARABLES BUSINESS ONLINE	2,560,623	20020409

Prism - Partial Release

NYDOCS03/813757.3

RECORDED: 10/09/2006

**TRADEMARK
REEL: 003404 FRAME: 0477**