TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRISM BUSINESS MEDIA INC.	FORMERLY Primedia Business Magazines & Media Inc.	12/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	SWISS BANK:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1807439	SN
Serial Number:	76595173	SN'S WH WHOLE HEALTH
Registration Number:	1797381	SUPERMARKET CANDY
Registration Number:	0636191	SUPERMARKET NEWS
Registration Number:	1797380	SUPERMARKET BEVERAGE

CH $140.00 1807439

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: Jordan Altman
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:	Jordan Altman
Signature:	/JORDAN ALTMAN/
Date:	12/14/2006

Total Attachments: 11
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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 NO. 4

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 4 (this "IP Security Agreement Supplement") dated December 13, 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: Robert A. Feinberg
Title: Vice President, General Counsel

Address for Notices:

249 West 17th Street
New York, NY 10001
Attention: General Counsel
Fax: (913) 514-7472

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Schedule A

Patents

None.

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Schedule B

Trademarks

Trademark	Country	Application No.	Registration No.
SN (Stylized)	U.S.	74/289,436	1,807,439
SN'S WH WHOLE HEALTH	U.S.	76/595,173	N/A
SUPERMARKET BEVERAGE	U.S.	74/334,812	1,797,380
SUPERMARKET CANDY	U.S.	74/334,827	1,797,381
SUPERMARKET NEWS	U.S.	71/629,238	636,191
SN SUPERMARKET NEWS (design)	CTM	807628	807628

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Schedule C

Copyrights

	Title	Registration Number
1.	SN	TX 6-369-339
2.	SN	TX 6-369-341
3.	SN	TX 6-369-822
4.	SN	TX 6-369-340
5.	SN	TX 6-362-829
6.	SN	TX 6-362-825
7.	SN	TX 6-362-824
8.	SN	TX 6-340-100
9.	SN	TX 6-340-104
10.	SN	TX 6-340-091
11.	SN	TX 6-340-095
12.	SN	TX 6-328-675
13.	SN	TX 6-328-676
14.	SN	TX 6-328-677
15.	SN	TX 6-328-678
16.	SN	TX 6-341-490
17.	SN	TX 6-341-488
18.	SN	TX 6-341-491
19.	SN	TX 6-341-489
20.	SN	TX 6-331-510
21.	SUPERMARKET NEWS	TX 6-329-095
22.	SUPERMARKET NEWS	TX 6-329-096
23.	SUPERMARKET NEWS	TX 6-329-094
24.	SUPERMARKET NEWS	TX 6-291-357
25.	SUPERMARKET NEWS	TX 6-291-358
26.	SUPERMARKET NEWS	TX 6-310-420

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	Title	Registration Number
27.	SUPERMARKET NEWS	TX 6-310-421
28.	SUPERMARKET NEWS	TX 6-249-106
29.	SUPERMARKET NEWS	TX 6-249-107
30.	SUPERMARKET NEWS	TX 6-241-240
31.	SUPERMARKET NEWS	TX 6-310-425
32.	SUPERMARKET NEWS	TX 6-310-427
33.	SUPERMARKET NEWS	TX 6-237-780
34.	SUPERMARKET NEWS	TX 6-237-779
35.	SUPERMARKET NEWS	TX 6-237-784
36.	SUPERMARKET NEWS	TX 6-235-098
37.	SUPERMARKET NEWS	TX 6-235-097
38.	SUPERMARKET NEWS	TX 6-235-099
39.	SUPERMARKET NEWS	TX 6-163-519
40.	SUPERMARKET NEWS	TX 6-163-343
41.	SUPERMARKET NEWS	TX 6-163-341
42.	SUPERMARKET NEWS	TX 6-153-506
43.	SUPERMARKET NEWS	TX 6-153-507
44.	SUPERMARKET NEWS	TX 6-149-700
45.	SUPERMARKET NEWS	TX 6-143-827
46.	SUPERMARKET NEWS	TX 6-126-838
47.	SUPERMARKET NEWS	TX 6-121-750
48.	SUPERMARKET NEWS	TX 6-115-720
49.	SUPERMARKET NEWS	TX 6-115-721
50.	SUPERMARKET NEWS	TX 6-115-780
51.	SUPERMARKET NEWS	TX 6-105-826
52.	SUPERMARKET NEWS	TX 6-105-825
53.	SUPERMARKET NEWS	TX 6-105-823
54.	SUPERMARKET NEWS	TX 6-078-763
55.	SUPERMARKET NEWS	TX 6-078-754

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	Title	Registration Number
56.	SUPERMARKET NEWS	TX 6-078-756
57.	SUPERMARKET NEWS	TX 6-078-766
58.	SUPERMARKET NEWS	TX 6-078-765
59.	SUPERMARKET NEWS	TX 6-078-773
60.	SUPERMARKET NEWS	TX 6-104-675
61.	SUPERMARKET NEWS	TX 6-104-680
62.	SUPERMARKET NEWS	TX 6-104-681
63.	SUPERMARKET NEWS	TX 6-104-647
64.	SUPERMARKET NEWS	TX 6-104-667
65.	SUPERMARKET NEWS	TX 6-104-672
66.	SUPERMARKET NEWS	TX 6-004-551
67.	SUPERMARKET NEWS	TX 6-002-987
68.	SUPERMARKET NEWS	TX 5-996-593
69.	SUPERMARKET NEWS	TX 5-988-422
70.	SUPERMARKET NEWS	TX 5-988-423
71.	SUPERMARKET NEWS	TX 5-988-424
72.	SUPERMARKET NEWS	TX 5-988-416
73.	SN	TX 5-837-944
74.	SN	TX 5-775-594
75.	SN	TX 5-775-606
76.	SN	TX 5-775-605
77.	SN	TX 5-775-604
78.	SN	TX 5-775-603
79.	SN	TX 5-775-602
80.	SN	TX 5-775-601
81.	SN	TX 5-775-600
82.	SN	TX 5-775-599
83.	SN	TX 5-775-598
84.	SN	TX 5-775-597

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	Title	Registration Number
85.	SN	TX 5-775-596
86.	SN	TX 5-775-595
87.	SN	TX 5-775-593
88.	SN	TX 5-775-592
89.	SN	TX 5-775-591
90.	SN	TX 5-775-590
91.	SN	TX 5-683-916
92.	SN	TX 5-683-915
93.	SUPERMARKET NEWS	TX 5-684-190
94.	SN & BAND MKTG.	TX 5-684-189
95.	SN	TX 5-688-312
96.	SN	TX 5-688-313
97.	SN	TX 5-684-188
98.	SN	TX 5-684-194
99.	SN	TX 5-683-912
100.	SN	TX 5-726-482
101.	SN	TX 5-726-481
102.	SN	TX 5-726-483
103.	SN	TX 5-727-237
104.	SN	TX 5-582-999
105.	SN	TX 5-726-487
106.	SN	TX 5-574-676
107.	SN	TX 5-574-678
108.	SN	TX 5-726-488
109.	SN	TX 5-684-054
110.	SN	TX 5-574-750
111.	SN	TX 5-692-457
112.	SN	TX 5-692-456
113.	SN	TX 5-675-741

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	Title	Registration Number
114.	SN SUPERMARKET NEWS	TX 5-556-417
115.	SN SUPERMARKET NEWS	TX 5-556-347
116.	SN SUPERMARKET NEWS	TX 5-688-315
117.	SN SUPERMARKET NEWS	TX 5-548-422
118.	SN SUPERMARKET NEWS	TX 5-569-840
119.	SN SUPERMARKET NEWS	TX 5-560-877
120.	SN SUPERMARKET NEWS	TX 5-556-255
121.	SN SUPERMARKET NEWS	TX 5-651-322
122.	SN SUPERMARKET NEWS	TX 5-556-302
123.	SN SUPERMARKET NEWS	TX 5-552-438