

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Penton Business Media, Inc.	FORMERLY Prism Business Media Inc.	09/16/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	General Electric Capital Corporation		
Street Address:	2325 Lakeview Parkway		
Internal Address:	Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3651124	GWMS	
Registration Number:	3656516	A VERTICAL APPROACH TO HORIZONTAL ADVERTISING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)602-8862		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-888-4185		
Email:	dconine@hunton.com		
Correspondent Name:	Greta T. Griffith		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Bank of America Plaza, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	64504.000058		
NAME OF SUBMITTER:	Greta T. Griffith		

CH \$65.00 3651124

**900143542**

**TRADEMARK**  
**REEL: 004064 FRAME: 0177**

Signature:	/Greta T. Griffith/
Date:	09/18/2009
<b>Total Attachments: 8</b> source=1st Lien Intellectual Property Security Agreement (9_#page1.tif source=1st Lien Intellectual Property Security Agreement (9_#page2.tif source=1st Lien Intellectual Property Security Agreement (9_#page3.tif source=1st Lien Intellectual Property Security Agreement (9_#page4.tif source=1st Lien Intellectual Property Security Agreement (9_#page5.tif source=1st Lien Intellectual Property Security Agreement (9_#page6.tif source=1st Lien Intellectual Property Security Agreement (9_#page7.tif source=1st Lien Intellectual Property Security Agreement (9_#page8.tif	

## FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated September 16, 2009, is made by Penton Business Media, Inc. (fka Prism Business Media Inc.), a Delaware corporation ("Grantor") in favor of General Electric Capital Corporation, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Credit Agreement or Collateral Agreement (both defined below) as applicable.

WHEREAS, the Grantor and Penton Business Media Holdings Inc. (fka Prism Media Holdings, Inc.), a Delaware corporation ("Holdings") have entered into a First Lien Credit Agreement dated as of February 1, 2007 (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.

WHEREAS, under the terms of that certain First Lien Collateral Agreement dated February 1, 2007 made by the Grantor and Holdings to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantor has assigned and pledged to the Administrative Agent, its successor and assigns, for the ratable benefit of the Secured Parties, and 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 execute this IP Security Agreement for recording with the United States 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. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, and any extensions, renewals or modifications of the Obligations, Grantor hereby assigns and pledges to the Administrative Agent, its successor and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successor and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in, all right, title and interest in or to any and all of the following now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (the "Collateral"):

- (a) (i) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction and all reissues, extensions, registrations and recordings thereof, (ii) all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, and all provisionals, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, including, in the case of (i) and (ii), registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor or any similar offices in any other country),

including without limitation those patents and applications set forth in Schedule A hereto, and (iii) the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein (the "Patents");

(b) (i) all trademarks, service marks, corporate names, trade names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent-to-use" such marks until an appropriate amendment to allege use or statement of use is filed in and accepted by the United States Patent and Trademark Office), and all renewals thereof, including without limitation those set forth in Schedule B hereto and (ii) all goodwill associated therewith or symbolized thereby (the "Trademarks");

(c) (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office or any similar office in any other country) and the right to obtain all renewals thereof (the "Copyrights"), including without limitation those material Copyrights set forth in Schedule C hereto;

(d) to the extent not otherwise included, all proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

SECTION 2. 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 record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement 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 4. Grants, Rights and Remedies. This IP Security Agreement 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 Collateral are more fully set forth in the Collateral Agreement.

SECTION 5. Governing Law. This IP Security Agreement shall be governed

by, and construed in accordance with, the laws of the State of New York.

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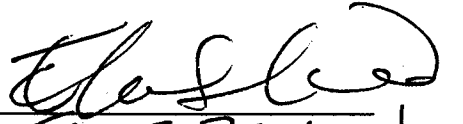
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PENTON BUSINESS MEDIA INC.

By: \_\_\_\_\_

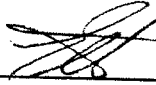
Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Chris S. Zealand  
General Counsel.

ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Name: Ellen D. Weaver  
Title: Duly Authorized Signatory

**SCHEDULE A**

**PATENTS**

N/A



**SCHEDULE B**

**TRADEMARKS**

COUNTRY	TRADEMARK	REFERENCE	FILED	APPL#	REG. DT.	REG#	RECORD OWNER	STATUS
United States	GWMS				July 7, 2009	3,651,124	Penton Business Media, Inc.	Registered
United States	A VERTICAL APPROACH TO HORIZONTAL ADVERTISING				July 21, 2009	3,656,516	Penton Business Media, Inc.	Registered

**SCHEDULE C**  
**MATERIAL COPYRIGHTS**

N/A

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RECORDED: 09/18/2009

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