

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NewBay Media LLC		02/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP LP		
Street Address:	6011 CONNECTION DRIVE		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3512479	AUDIO INSIDER	
Registration Number:	3185118	DIGITAL CONTENT PRODUCER	
Registration Number:	2152104	ELECTRONIC MUSICIAN	
Registration Number:	3518016	EM	
Registration Number:	3577664	EM ELECTRONIC MUSICIAN	
Registration Number:	1375813	MILLIMETER	
Registration Number:	1778899	MIX	
Registration Number:	2117314	MIX MASTER DIRECTORY	
Registration Number:	3838454	MIXBOOKS	
Registration Number:	3618157	MUSIC EDUCATION TECHNOLOGY	
Registration Number:	2799770	RADIO THE RADIO TECHNOLOGY LEADER	
Registration Number:	3210371	REMIX	
Registration Number:	3359563	REMIX HOTEL	
Registration Number:	1369629	SOUND & VIDEO CONTRACTOR	

OP \$465.00 3512479

900183820

TRADEMARK
REEL: 004477 FRAME: 0651

Registration Number:	1878625	SOUND & VIDEO CONTRACTOR
Registration Number:	1968599	SOUND FOR PICTURE
Registration Number:	1143328	THE MIX
Serial Number:	77899192	SHOTSONIC.COM

CORRESPONDENCE DATA

Fax Number: (202)457-6315
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-457-6000
Email: kagee@pattonboggs.com
Correspondent Name: Deborah M. Lodge
Address Line 1: 2550 M Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	023714.0138
NAME OF SUBMITTER:	Attorney of Record, DC Bar Member
Signature:	/Deborah M. Lodge/
Date:	02/14/2011

Total Attachments: 24

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SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

This SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT (this “**Amendment**”) is made and entered into as of the 1st day of February, 2011, by and among each of the undersigned grantors (each, a “**Grantor**”) and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”).

WHEREAS, Grantors and Collateral Agent entered into that certain Pledge and Security Agreement, dated as of June 30, 2007 (as the same may be amended, modified or supplemented from time to time, the “**Pledge Agreement**”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 1, 2011 by and among Penton Media, Inc. and Penton Business Media, Inc. (collectively, the “**Seller**”), NewBay Media LLC acquired certain assets from the Seller as more fully described therein (the “**Penton Acquisition**”); and

WHEREAS, the parties have elected to amend the Pledge Agreement to update the schedules to the Pledge Agreement after giving effect to the Reed Acquisition and, subject to the terms and conditions set forth herein, the Collateral Agent is prepared to make such amendments;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Pledge Agreement. Unless otherwise specified, all section references herein refer to sections of the Pledge Agreement.

2. Amendments to Pledge Agreement.

2.1 Schedule 4.2. Schedule 4.2 to the Pledge Agreement is hereby amended by adding the supplemental information set forth on Schedule 4.2 attached hereto to Schedule 4.2 to the Pledge Agreement.

2.2 Schedule 4.7. Schedule 4.7(A) and (E) to the Pledge Agreement are hereby amended by adding the supplemental information set forth on Schedule 4.7(A) and (E) attached hereto to Schedule 4.7(A) and (E) to the Pledge Agreement, respectively.

3. Effectiveness of Amendment. This Amendment shall become effective upon receipt by the Collateral Agent of an executed copy of this Amendment.

4. Ratifications, Pledgor Representations and Warranties.

4.1 The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Pledge Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Pledge Agreement are ratified and confirmed and shall continue in full force and effect. Grantors and the Collateral Agent agree that the Pledge Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

4.2 Each Grantor represents and warrants that the execution, delivery and performance of this Amendment are within such Grantor's limited liability company and have been duly authorized by all necessary limited liability company action of such Grantor.

5. Benefits. This Amendment shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns; provided, however, that no Grantor may, without the prior written consent of the Collateral Agent, assign any rights, powers, duties or obligations under this Amendment, the Pledge Agreement or any of the other Loan Documents.

6. Construction. **THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).**

7. Invalid Provisions. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

8. Entire Agreement. The Pledge Agreement, as amended by this Amendment, contains the entire agreement among the parties regarding the subject matter hereof and supersedes all prior written and oral agreements and understandings among the parties hereto regarding same.

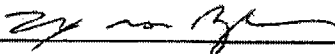
9. Reference to Pledge Agreement. The Pledge Agreement and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Pledge Agreement, as amended hereby, are hereby amended so that any reference in the Pledge Agreement to the Pledge Agreement shall mean a reference to the Pledge Agreement as amended hereby.

10. Counterparts. This Amendment may be separately executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same agreement.


[signature pages follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NEWBAY MEDIA LLC

By: 
Name: Max von Zuben
Title: Vice President

NEWBAY MEDIA HOLDINGS LLC

By: 
Name: Max von Zuben
Title: Vice President

GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P.,
as the Collateral Agent

By:



Name:

Philip T. Warren
Authorized Signatory

Title:

Schedules
[See Attached]

SUPPLEMENT TO SCHEDULE 4.2
TO PLEDGE AND SECURITY AGREEMENT

LOCATION OF EQUIPMENT AND INVENTORY

Additional Information:

<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
NewBay Media LLC*	6400 Hollis Street, Suite 12 Emeryville, CA 94608*
NewBay Media LLC*	9800 Metcalf Ave. Overland Park, KS 66212*
NewBay Media LLC**	Worldcolor Midland (n/k/a Quad Midland) 1700 James Savage Road Midland, Michigan 48642**

* The Grantor has entered into (i) an Asset Purchase Agreement (the "*Penton Purchase Agreement*") with Penton Media, Inc. and Penton Business Media, Inc., both Delaware corporations (together, "*Penton*") and (ii) a Transition Services Agreement with Penton (the "*Transition Services Agreement*"), each dated as of February 1, 2011. Pursuant to the Penton Purchase Agreement, the Grantor has acquired certain assets of Penton. The locations indicated with an asterisk (*) above are leased by Penton. The Equipment and Inventory at the locations indicated with an asterisk (*) above is limited to such as shall be included in the Assets (as defined in the Penton Purchase Agreement) and in the possession of, or otherwise used by, certain employees of Grantor performing services for Grantor at such locations for the period specified in the Transition Services Agreement.

** Following the Closing under the Penton Purchase Agreement in connection with the provision of transition fulfillment services for the period specified in the Transition Services Agreement.

SUPPLEMENT TO SCHEDULE 4.7(A)
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Trademarks

Additional trademarks being acquired pursuant to the Penton Acquisition with respect to which the Grantor intends to record the assignment from Penton:

TRADEMARK	COUNTRY	APP. NO.	REG. NO.
AUDIO INSIDER	USA	77/467,561	3,512,479
DIGITAL CONTENT PRODUCER	USA	78/805,890	3,185,118
ELECTRONIC MUSICIAN	USA	75/232,946	2,152,104
EM (and Design)	USA	77/377,494	3,518,016
EM Electronic Musician	USA	77/379,913	3,577,664
MILLIMETER	USA	73/525,075	1,375,813
MIX	USA	74/265,099	1,778,899
MIX	Mexico	139495	442096
MIX (Stylized)	UK	--	1574089
MIX MASTER DIRECTORY	USA	75/030,273	2,117,314
MIXBOOKS	USA	77/534,557	3,838,454
MUSIC EDUCATION TECHNOLOGY	USA	77/318,744	3,618,157
RADIO THE RADIO TECHNOLOGY LEADER	USA	76/408,422	2,799,770
REMIX	USA	78/685,665	3,210,371
REMIX HOTEL	USA	78/685,767	3,359,563
SHOTSONIC.COM*	USA	73/899,192	--
SOUND & VIDEO CONTRACTOR	USA	73/511,998	1,369,629
SOUND & VIDEO CONTRACTOR	USA	74/468,705	1,878,625
SOUND & VIDEO CONTRACTOR	South Korea	40-2004-16836	614798
SOUND FOR PICTURE	USA	74/685,569	1,968,599
THE MIX**	USA	73/165,491	1,143,328

* The filing of a Statement of Use for this mark was due on January 6, 2011. Because the mark was not in use at that, no such filing was made by Penton. Nevertheless, Penton has filed a request for automatic reinstatement of the application.

** This mark became due for renewal on December 16, 2010. However, no renewal application has been filed. The six-month grace period for renewal will expire on June 16, 2011.

SUPPLEMENT TO SCHEDULE 4.7(E)
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Copyrights*

Additional registered copyrights being acquired pursuant to the Penton Acquisition (see Schedule 4.7(H) to this Pledge Supplement):

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor v. 26, Issue No. 4 v. 26, Issue No. 5 v. 26, Issue No. 6	TX0006678717 TX0006678717 TX0006678717	2008	Penton Media
S&VC: Sound and Video Contractor v. 25, Issue No. 1 v. 25, Issue No. 2 v. 25, Issue No. 3 v. 25, Issue No. 4 v. 25, Issue No. 5 v. 25, Issue No. 6 v. 26, Issue No. 7 v. 26, Issue No. 8 v. 26, Issue No. 9 v. 26, Issue No. 10 v. 26, Issue No. 11 v. 26, Issue No. 12 v. 26, Issue No. 13	TX0006597794 TX0006597794 TX0006597794 TX0006609585 TX0006609585 TX0006609585 TX0006663314 TX0006663314 TX0006663314 TX0006663314 TX0006663313 TX0006663313 TX0006663313	2007	Penton Media
S&VC: Sound and Video Contractor (no issues recorded)		2004	No claimant (Names: Bill Rhodes And Intertec Publishing Corp.)
S&VC: Sound and Video Contractor (no issues recorded)		2002	No claimant (Names: Bill Rhodes And Primedia Business Magazines and Media)
S&VC: Sound and Video Contractor v. 19, Issue No. 2 v. 19, Issue No. 3	TX0005306876 TX0005415626	2001	Intertec Publishing Corp. (2 and 4,5 and Supplement) Primedia Business Magazines & Media (3 and 6-10)

v. 19, Issue No. 4	TX0005322557
v. 19, Issue No. 5	TX0005325573
2001 Supplement	TX0005398190
v. 19, Issue No. 6	TX0005415627
v. 19, Issue No. 8	TX0005391725
v. 19, Issue No. 9	TX0005418718
v. 19, Issue No. 10	TX0005449646

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor		2000	Intertec Publishing Corp.
v. 18, Issue No. 1	TX0005058657		
v. 18, Issue No. 2	TX0005075100		
v. 18, Issue No. 3	TX0005087245		
v. 18, Issue No. 4	TX0005098131		
v. 18, Issue No. 5	TX0005098130		
v. 18, Issue No. 6	TX0005127424		
v. 18, Issue No. 7	TX0005137116		
v. 18, Issue No. 8	TX0005145740		
v. 18, Issue No. 9	TX0005118058		
v. 18, Issue No. 10	TX0005192954		
v. 18, Issue No. 11	TX0005173727		
v. 19, Issue No. 1	TX0005248772		
S&VC: Sound and Video Contractor		1999	Intertec Publishing Corp.
v. 17, Issue No. 1	TX0004868603		
v. 17, Issue No. 2	TX0004866098		
v. 17, Issue No. 3	TX0004874596		
v. 17, Issue No. 4	TX0004902055		
v. 17, Issue No. 5	TX0004919983		
v. 17, Issue No. 6	TX0004970299		
v. 17, Issue No. 7	TX0006029799		
v. 17, Issue No. 8	TX0004980918		
v. 17, Issue No. 9	TX0004997737		
v. 17, Issue No. 10	TX0004995935		
v. 17, Issue No. 11	TX0005015566		
v. 17, Issue No. 12	TX0005023995		
v. 17, Issue No. 13	TX0005047045		
S&VC: Sound and Video Contractor		1998	Intertec Publishing Corp.
v. 16, Issue No. 1	TX0004625019		
v. 16, Issue No. 2	TX0004652239		
v. 16, Issue No. 3	TX0004661330		
v. 16, Issue No. 4	TX0004706631		
v. 16, Issue No. 5	TX0004706291		
v. 16, Issue No. 6	TX0004728530		
v. 16, Issue No. 7	TX0004786930		
v. 16, Issue No. 8	TX0004786612		
v. 16, Issue No. 9	TX0004787146		
v. 16, Issue No. 10	TX0004787461		
v. 16, Issue No. 11	TX0004802262		
v. 16, Issue No. 12	TX0004815306		
v. 16, Issue No. 13	TX0004868599		
Title	Registration	Publication	Claimant

	No.	Year	
S&VC: Sound and Video Contractor		1997	Intertec Publishing Corp.
v. 15, Issue No. 1	TX0004434506		
v. 15, Issue No. 2	TX0004444059		
v. 15, Issue No. 3	TX0004461652		
v. 15, Issue No. 4	TX0004477364		
v. 15, Issue No. 5	TX0004557211		
v. 15, Issue No. 6	TX0004500983		
v. 15, Issue No. 7	TX0004528300		
v. 15, Issue No. 8	TX0004546242		
v. 15, Issue No. 9	TX0004585620		
v. 15, Issue No. 10	TX0004570941		
v. 15, Issue No. 11	TX0004562153		
v. 15, Issue No. 13	TX0004606095		
S&VC: Sound and Video Contractor		1996	Intertec Publishing Corp.
v. 14, Issue No. 1	TX0004177176		
v. 14, Issue No. 2	TX0004220034		
v. 14, Issue No. 3	TX0004234518		
v. 14, Issue No. 4	TX0004257085		
v. 14, Issue No. 5	TX0004306382		
v. 14, Issue No. 6	TX0004307635		
v. 14, Issue No. 7	TX0004306597		
v. 14, Issue No. 8	TX0004336150		
v. 14, Issue No. 9	TX0004339266		
v. 14, Issue No. 10	TX0004335893		
v. 14, Issue No. 11	TX0004363630		
v. 14, Issue No. 12	TX0004444060		
v. 14, Issue No. 13	TX0004403674		
S&VC: Sound and Video Contractor		1995	Intertec Publishing Corp.
v. 13, Issue No. 1	TX0003988127		
v. 13, Issue No. 2	TX0004013048		
v. 13, Issue No. 3	TX0003650836		
v. 13, Issue No. 4	TX0004014207		
v. 13, Issue No. 5	TX0004022735		
v. 13, Issue No. 6	TX0004059702		
v. 13, Issue No. 7	TX0004099397		
v. 13, Issue No. 8	TX0004103402		
v. 13, Issue No. 9	TX0004116663		
v. 13, Issue No. 10	TX0004125401		
v. 13, Issue No. 11	TX0004165366		
v. 13, Issue No. 12	TX0004152227		
v. 13, Issue No. 13	TX0004150063		

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor		1994	Intertec Publishing Corp.
v. 12, Issue No. 1	TX0003737554		
v. 12, Issue No. 2	TX0003747437		
v. 12, Issue No. 3	TX0003780139		
v. 12, Issue No. 4	TX0003870004		
v. 12, Issue No. 5	TX0003870525		
v. 12, Issue No. 6	TX0003889298		
v. 12, Issue No. 7	TX0003889601		
v. 12, Issue No. 8	TX0003911371		
v. 12, Issue No. 9	TX0003915270		
v. 12, Issue No. 10	TX0003936989		
v. 12, Issue No. 11	TX0003953271		
v. 12, Issue No. 12	TX0003970321		
v. 12, Issue No. 13	TX0003745759		
S&VC: Sound and Video Contractor		1993	Intertec Publishing Corp.
v. 11, Issue No. 1	TX0003534144		
v. 11, Issue No. 2	TX0003534143		
v. 11, Issue No. 3	TX0003540081		
v. 11, Issue No. 4	TX0003534246		
v. 11, Issue No. 5	TX0003609629		
v. 11, Issue No. 6	TX0003588575		
v. 11, Issue No. 7	TX0003632061		
v. 11, Issue No. 8	TX0003631036		
v. 11 Issue Fall 93	TX0003645863		
v. 11, Issue No. 9	TX0003630421		
v. 11, Issue No. 10	TX0003661998		
v. 11, Issue No. 11	TX0003680152		
v. 11, Issue No. 12	TX0003702519		

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor		1992	Intertec Publishing Corp.
v. 10, Issue No. 1	TX0003362271		
v. 10, Issue No. 2	TX0003342846		
v. 10, Issue No. 3	TX0003373426		
v. 10, Issue No. 4	TX0003373420		
v. 10, Issue No. 5	TX0003343649		
v. 10, Issue No. 6	TX0003349351		
v. 10, Issue No. 7	TX0003410260		
v. 10, Issue No. 8	TX0003382558		
v. 10, Issue Fall 92	TX0003443452		
v. 10, Issue No. 9	TX0003409097		
v. 10, Issue No. 10	TX0003443450		
v. 10, Issue No. 11	TX0003450667		
v. 10, Issue No. 12	TX0003451497		
S&VC: Sound and Video Contractor		1991	Intertec Publishing Corp.
v. 9, Issue No. 1	TX0003058457		
v. 9, Issue No. 2	TX0003059559		
v. 9, Issue No. 3	TX0003092375		
v. 9, Issue No. 4	TX0003127180		
v. 9, Issue No. 5	TX0003127661		
v. 9, Issue No. 6	TX0003136084		
v. 9, Issue No. 7	TX0003150179		
v. 9, Issue No. 8	TX0003164430		
v. 9, Issue No. 9	TX0003205019		
v. 9, Issue No. 10	TX0003205152		
v. 9, Issue No. 11	TX0003205020		
v. 9, Issue No. 12	TX0003344093		
S&VC: Sound and Video Contractor		1990	Intertec Publishing Corp.
v. 8, Issue No. 1	TX0002830782		
v. 8, Issue No. 2	TX0002830781		
v. 8, Issue No. 3	TX0002830783		
v. 8, Issue No. 4	TX0002830758		
v. 8, Issue No. 5	TX0003056559		
v. 8, Issue No. 6	TX0003058460		
v. 8, Issue No. 7	TX0003058458		
v. 8, Issue No. 8	TX0003058459		
v. 8, Issue No. 9	TX0003056565		
v. 8, Issue No. 10	TX0003056564		
v. 8, Issue No. 11	TX0003071715		
v. 8, Issue No. 12	TX0003056561		

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor		1989	Intertec Publishing Corp.
v. 7, Issue No. 1	TX0002518661		
v. 7, Issue No. 2	TX0002563722		
v. 7, Issue No. 3	TX0002558326		
v. 7, Issue No. 4	TX0002563723		
v. 7, Issue No. 5	TX0002570944		
v. 7, Issue No. 6	TX0002674395		
v. 7, Issue No. 7	TX0002674392		
v. 7, Issue No. 8	TX0002674394		
v. 7, Issue No. 9	TX0002674393		
v. 7, Issue No. 10	TX0002780440		
v. 7, Issue No. 11	TX0002778355		
v. 7, Issue No. 12	TX0002830780		
S&VC: Sound and Video Contractor		1988	Intertec Publishing Corp.
v. 6, Issue No. 1	TX0002304463		
v. 6, Issue No. 2	TX0002304464		
v. 6, Issue No. 3	TX0002304461		
v. 6, Issue No. 4	TX0002304459		
v. 6, Issue No. 5	TX0002338288		
v. 6, Issue No. 6	TX0002338289		
v. 6, Issue No. 7	TX0002458831		
v. 6, Issue No. 8	TX0002462331		
v. 6, Issue No. 9	TX0002462330		
v. 6, Issue No. 10	TX0002462329		
v. 6, Issue No. 11	TX0002462657		
S&VC: Sound and Video Contractor		1987	Intertec Publishing Corp.
v. 5, Issue No. 1	TX0002064607		
v. 5, Issue No. 2	TX0002064604		
v. 5, Issue No. 3	TX0002064605		
v. 5, Issue No. 4	TX0002064636		
v. 5, Issue No. 5	TX0002151939		
v. 5, Issue No. 6	TX0002151945		
v. 5, Issue No. 7	TX0002151940		
v. 5, Issue No. 8	TX0002151947		
v. 5, Issue No. 9	TX0002174946		
v. 5, Issue No. 10	TX0002174947		
v. 5, Issue No. 11	TX0002232388		
v. 5, Issue No. 12	TX0002231216		

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor		1986	Intertec Publishing Corp.
v. 4, Issue No. 1	TX0002208314		
v. 4, Issue No. 2	TX0002208313		
v. 4, Issue No. 3	TX0002177720		
v. 4, Issue No. 4	TX0002177721		
v. 4, Issue No. 5	TX0002177722		
v. 4, Issue No. 6	TX0002177723		
v. 4, Issue No. 7	TX0002177716		
v. 4, Issue No. 8	TX0002177724		
v. 4, Issue No. 9	TX0002177725		
v. 4, Issue No. 10	TX0002177719		
v. 4, Issue No. 11	TX0002177718		
v. 4, Issue No. 12	TX0002166429		
S&VC: Sound and Video Contractor		1985	Intertec Publishing Corp.
v. 3, Issue No. 1	TX0002153564		
v. 3, Issue No. 2	TX0002153565		
v. 3, Issue No. 3	TX0002153566		
v. 3, Issue No. 4	TX0002153567		
v. 3, Issue No. 5	TX0002177717		
v. 3, Issue No. 6	TX0002177178		
v. 3, Issue No. 7	TX0002177185		
v. 3, Issue No. 8	TX0002177183		
v. 3, Issue No. 9	TX0002177182		
v. 3, Issue No. 10	TX0002177181		
v. 3, Issue No. 11	TX0002177184		
v. 3, Issue No. 12	TX0002177179		
S&VC: Sound and Video Contractor		1984	Intertec Publishing Corp.
v. 2, Issue No. 1	TX0001278652		
v. 2, Issue No. 2	TX0001292091		
v. 2, Issue No. 3	TX0002151905		
v. 2, Issue No. 4	TX0002151904		
v. 2, Issue No. 5	TX0002151903		
v. 2, Issue No. 6	TX0002151949		
v. 2, Issue No. 7	TX0002166427		
v. 2, Issue No. 8	TX0002164030		
v. 2, Issue No. 9	TX0002164039		
v. 2, Issue No. 10	TX0002164044		
v. 2, Issue No. 11	TX0002164043		
v. 2, Issue No. 12	TX0002164032		

Title	Registration No.	Publication Year	Claimant
S&VC: Sound and Video Contractor		1983	Intertec Publishing Corp.
v. 1, Issue No. 1	TX0001193461		
v. 1, Issue No. 2	TX0001280544		
v. 1, Issue No. 3	TX0001280545		
v. 1, Issue No. 4	TX0001278653		
Radio		2008	Penton Media
v. 14, Issue No. 1	TX0006659452		
v. 14, Issue No. 2	TX0006659452		
v. 14, Issue No. 3	TX0006659452		
v. 14, Issue No. 4	TX0006659558		
v. 14, Issue No. 5	TX0006659558		
v. 14, Issue No. 6	TX0006659558		
Radio		2007	Penton Media
v. 13, Issue No. 1	TX0006613592		
v. 13, Issue No. 2	TX0006613592		
v. 13, Issue No. 3	TX0006613592		
v. 13, Issue No. 7	TX0006664217		
v. 13, Issue No. 8	TX0006664217		
v. 13, Issue No. 9	TX0006664217		
Digital Content Producer		2007	Penton Business Media
v. 33, Issue No. 1	TX0006628136		
v. 33, Issue No. 2	TX0006628136		
v. 33, Issue No. 3	TX0006628136		
v. 33, Issue No. 4	TX0006628137		
v. 33, Issue No. 5	TX0006628137		
v. 33, Issue No. 6	TX0006628137		
v. 33, Issue No. 7	TX0006662220		
v. 33, Issue No. 8	TX0006662220		
v. 33, Issue No. 9	TX0006662220		
v. 33, Issue No. 10	TX0006662226		
v. 33, Issue No. 11	TX0006662226		
v. 33, Issue No. 12	TX0006662226		
Millimeter		2007	Penton Business Media
v. 35, Issue No. 1	TX0006628139		
v. 35, Issue No. 2	TX0006628139		
v. 35, Issue No. 3	TX0006628138		
v. 35, Issue No. 4	TX0006662227		
v. 35, Issue No. 5	TX0006662227		
v. 35, Issue No. 6	TX0006662227		

Title	Registration No.	Publication Year	Claimant
Millimeter		2004	Primedia Business Magazines and Media, Inc.
v. 32, Issue No. 1	TX0005955296		
v. 32, Issue No. 2	TX0005955296		
v. 32, Issue No. 3	TX0005955296		
v. 32, Issue No. 4	TX0005999858		
v. 32, Issue No. 5	TX0005999858		
v. 32, Issue No. 6	TX0005999858		
v. 32, Issue No. 7	TX0006055573		
v. 32, Issue No. 8	TX0006055573		
v. 32, Issue No. 9	TX0006055573		
v. 32, Issue No. 10	TX0006349885		
v. 32, Issue No. 11	TX0006349885		
v. 32, Issue No. 12	TX0006349885		
Millimeter		2005	Primedia Business Magazines and Media, Inc.
v. 33, Issue No. 1	TX0006344839		
v. 33, Issue No. 2	TX0006344839		
v. 33, Issue No. 3	TX0006344839		
v. 33, Issue No. 4	TX0006344841		
v. 33, Issue No. 5	TX0006344841		
v. 33, Issue No. 6	TX0006344841		
v. 33, Issue No. 7	TX0006344836		
v. 33, Issue No. 8	TX0006344836		
v. 33, Issue No. 9	TX0006344836		
v. 33, Issue No. 10	TX0006344838		
v. 33, Issue No. 11	TX0006344838		
v. 33, Issue No. 12	TX0006344838		
Millimeter		2003	Primedia Business Magazines and Media, Inc.
v. 31, Issue No. 1	TX0005809315		
v. 31, Issue No. 2	TX0005809315		
v. 31, Issue No. 3	TX0005809315		
v. 31, Issue No. 4	TX0005804377		
v. 31, Issue No. 5	TX0005804377		
v. 31, Issue No. 6	TX0005804377		
v. 31, Issue No. 7	TX0005874044		
v. 31, Issue No. 8	TX0005874044		
v. 31, Issue No. 9	TX0005874044		
v. 31, Issue No. 10	TX0005955348		
v. 31, Issue No. 11	TX0005955348		
v. 31, Issue No. 12	TX0005955348		

Title	Registration No.	Publication Year	Claimant
Millimeter		2002	Primedia Business Magazines and Media, Inc.
v. 30, Issue No. 1	TX0005552255		
v. 30, Issue No. 2	TX0005552255		
v. 30, Issue No. 3	TX0005552255		
v. 30, Issue No. 4	TX0005590395		
v. 30, Issue No. 5	TX0005590395		
v. 30, Issue No. 6	TX0005590395		
v. 30, Issue No. 7	TX0005760312		
v. 30, Issue No. 8	TX0005760312		
v. 30, Issue No. 9	TX0005760312		
v. 30, Issue No. 10	TX0005760294		
v. 30, Issue No. 11	TX0005760294		
v. 30, Issue No. 12	TX0005760294		
Millimeter		2001	Primedia Business Magazines and Media, Inc.
v. 29, Issue No. 1	TX0005554461		
v. 29, Issue No. 2	TX0005554462		
v. 29, Issue No. 3	TX0005554463		
v. 29, Issue No. 4	TX0005486758		
v. 29, Issue No. 5	TX0005554464		
v. 29, Issue No. 6	TX0005486760		
v. 29, Issue No. 7	TX0005486759		
v. 29, Issue No. 8	TX0005486761		
v. 29, Issue No. 9	TX0005554465		
v. 29, Issue No. 10	TX0005523303		
v. 29, Issue No. 11	TX0005523303		
v. 29, Issue No. 12	TX0005523303		
Millimeter		2000	Intertec Publishing Corp.
v. 28, Issue No. 1	TX0005231560		
v. 28, Issue No. 2	TX0005231561		
v. 28, Issue No. 3	TX0005231562		
v. 28, Issue No. 4	TX0005231569		
v. 28, Issue No. 5	TX0005231559		
v. 28, Issue No. 6	TX0005231563		
v. 28, Issue No. 7	TX0005231564		
v. 28, Issue No. 8	TX0005231565		
v. 28, Issue No. 9	TX5330897010		
v. 28, Issue No. 10	TX0005231566		
v. 28, Issue No. 11	TX0005231567		
v. 28, Issue No. 12	TX0005231568		

Title	Registration No.	Publication Year	Claimant
Millimeter v. 24, Issue No. 1 v. 24, Issue No. 2 v. 24 Issue No. 3	TX0004229886 TX0004229886 TX0004229886	1996	Penton Publishing, Inc.
Millimeter v. 19, Issue No. 1 v. 19, Issue No. 2 v. 19, Issue No. 3 v. 19, Issue No. 4 v. 19, Issue No. 5 v. 19, Issue No. 6 v. 19, Issue No. 7 v. 19, Issue No. 8 v. 19, Issue No. 9 v. 19, Issue No. 10	TX0002988380 TX0003041558 TX0003034856 TX0003043645 TX0003059127 TX0003094846 TX0003117782 TX0003127132 TX0003143602 TX0003204932	1991	Penton Publishing, Inc.
Millimeter v. 18, Issue No. 1 v. 18, Issue No. 2 v. 18, Issue No. 3 v. 18, Issue No. 4 v. 18, Issue No. 5 v. 18, Issue No. 6 v. 18, Issue No. 7 v. 18, Issue No. 8 v. 18, Issue No. 9 v. 18, Issue No. 10 v. 18, Issue No. 11 v. 18, Issue No. 12	TX0002738002 TX0002747293 TX0002777731 TX0002807144 TX0002823868 TX0002839354 TX0002852896 TX0002879221 TX0002903212 TX0002918188 TX0002948256 TX0002962947	1990	Penton Publishing, Inc.
Millimeter v. 17, Issue No. 1 v. 17, Issue No. 2 v. 17, Issue No. 3 v. 17, Issue No. 4 v. 17, Issue No. 5 v. 17, Issue No. 6 v. 17, Issue No. 7 v. 17, Issue No. 8 v. 17, Issue No. 9 v. 17, Issue No. 10 v. 17, Issue No. 11 v. 17, Issue No. 12	TX0002485299 TX0002502521 TX0002519453 TX0002535654 TX0002563550 TX0002583740 TX0002599063 TX0002610732 TX0002639454 TX0002661536 TX0002685991 TX0002738004	1989	Penton Publishing, Inc.

Title	Registration No.	Publication Year	Claimant
Millimeter		1988	Penton Publishing, Inc.
v. 16, Issue No. 1	TX0002232063		
v. 16, Issue No. 2	TX0002246541		
v. 16, Issue No. 3	TX0002271045		
v. 16, Issue No. 4	TX0002296218		
v. 16, Issue No. 5	TX0002347695		
v. 16, Issue No. 7	TX0002355953		
v. 16, Issue No. 8	TX0002383735		
v. 16, Issue No. 9	TX0002393367		
v. 16, Issue No. 10	TX241722202		
v. 16, Issue No. 11	TX0002434927		
v. 16, Issue No. 12	TX0002470045		
Millimeter		1987	Penton Publishing, Inc.
v. 15, Issue No. 1	TX0001986899		
v. 15, Issue No. 2	TX0001998876		
v. 15, Issue No. 3	TX0002017931		
v. 15, Issue No. 4	TX0002054459		
v. 15, Issue No. 5	TX0002083389		
v. 15, Issue No. 6	TX0002083098		
v. 15, Issue No. 7	TX0002104531		
v. 15, Issue No. 8	TX0002128155		
v. 15, Issue No. 9	TX0002146255		
v. 15, Issue No. 10	TX0002169640		
v. 15, Issue No. 11	TX0002195449		
v. 15, Issue No. 12	TX0002222928		
Millimeter		1986	Penton Publishing, Inc.
v. 14, Issue No. 3	TX0001759160		
v. 14, Issue No. 4	TX0001782855		
v. 14, Issue No. 5	TX0001803209		
v. 14, Issue No. 6	TX0001828803		
v. 14, Issue No. 7	TX0001833091		
v. 14, Issue No. 8	TX0001870327		
v. 14, Issue No. 9	TX0001890268		
v. 14, Issue No. 10	TX0001896287		
v. 14, Issue No. 11	TX0001930033		
v. 14, Issue No. 12	TX0001939108		
v. 14, Issue No. 13	TX0001961965		

Title	Registration No.	Publication Year	Claimant
Millimeter		1985	Penton/I P C, Inc.
v. 13, Issue No. 1	TX0001671716		
v. 13, Issue No. 2	TX0001661573		
v. 13, Issue No. 3	TX0001661574		
v. 13, Issue No. 4	TX0001686068		
v. 13, Issue No. 5	TX0001741128		
v. 13, Issue No. 6	TX0001683902		
v. 13, Issue No. 7	TX0001741129		
v. 13, Issue No. 8	TX0001658400		
v. 13, Issue No. 9	TX0001658797		
v. 13, Issue No. 10	TX0001697191		
v. 13, Issue No. 11	TX0001694974		
v. 13, Issue No. 12	TX0001725444		
v. 13, Issue No. 13	TX0001734572		
Mix		2007	Penton Business Media
v. 31, Issue No. 1	TX0006628131		
v. 31, Issue No. 5	TX0006628131		
v. 31, Issue No. 6	TX0006628131		
v. 31, Issue No. 7	TX0006659451		
v. 31, Issue No. 8	TX0006659451		
v. 31, Issue No. 9	TX0006659451		
v. 31, Issue No. 10	TX0006677967		
v. 11, Issue No. 11	TX0006677967		
v. 35, Issue No. 12	TX0006677967		
Mix		2004	Primedia Business Magazines and Media, Inc.
v. 28, Issue No. 11	TX0006093185		
v. 28, Issue No. 12	TX0006093185		
v. 28, Issue No. 13	TX0006093185		
Mix		2005	Primedia Business Magazines and Media, Inc.
v. 29, Issue No. 1	TX0006143444		
v. 29, Issue No. 2	TX0006143444		
v. 29, Issue No. 3	TX0006143444		
v. 29, Issue No. 4	TX0006143444		
v. 29, Issue No. 5	TX0006204090		
v. 29, Issue No. 6	TX0006204090		
v. 29, Issue No. 7	TX0006204090		
v. 29, Issue No. 8	TX0006210984		
v. 29, Issue No. 9	TX0006210984		
v. 29, Issue No. 10	TX0006210984		
v. 29, Issue No. 11	TX0006265860		
v. 29, Issue No. 12	TX0006265860		
v. 29, Issue No. 13	TX0006265860		

Title	Registration No.	Publication Year	Claimant
Mix		2006	Prism Business Media
v. 3, Issue No. 1	TX0006321287		
v. 3, Issue No. 2	TX0006321287		
v. 3, Issue No. 3	TX0006321287		
v. 30, Issue No. 4	TX0006460597		
v. 30, Issue No. 5	TX0006460597		
v. 30, Issue No. 6	TX0006460597		
v. 3, Issue No. 7	TX0006507014		
v. 3, Issue No. 8	TX0006507014		
v. 3, Issue No. 9	TX0006507014		
v. 30, Issue No. 10	TX0006550650		
v. 30, Issue No. 11	TX0006550650		
v. 30, Issue No. 12	TX0006550650		
Mix		2008	Penton Business Media, Inc.
v. 32, Issue No. 1	TX0006679142		
v. 32, Issue No. 2	TX0006679142		
v. 32, Issue No. 3	TX0006679142		
v. 32, Issue No. 4	TX0006717757		
v. 32, Issue No. 5	TX0006717757		
v. 32, Issue No. 6	TX0006717757		
Mix		2001	Intertec Publishing (2, 3, Suppl., 4-7) Primedia Business Magazines and Media Inc.(8-12)
v. 25, Issue No. 2	TX0005254258		
v. 25, Issue No. 3	TX0005314149		
v. 25, April 01 Suppl.	TX0005322524		
v. 25, Issue No. 4	TX0005322132		
v. 25, Issue No. 5	TX0005314228		
v. 25, Issue No. 6	TX0005398196		
v. 25, Issue No. 7	TX0005391538		
v. 25, Issue No. 8	TX0005404958		
v. 25, Issue No. 9	TX0005415623		
v. 25, Issue No. 10	TX0005613677		
v. 25, Issue No. 11	TX0005613677		
v. 25, Issue No. 12	TX0005613677		

Title	Registration No.	Publication Year	Claimant
Mix v. 26, Issue No. 1 v. 26, Issue No. 2 v. 26, Issue No. 3 v. 26, Issue No. 6 v. 26, Issue No. 7 v. 26, Issue No. 8 v. 26, Issue No. 9 v. 26, Issue No. 10	TX0005613676 TX0005613676 TX0005613676 TX0005613675 TX0005613675 TX0005613675 TX0005613678 TX0005613678	2002	Primedia Business Magazines and Media, Inc.

SUPPLEMENT TO SCHEDULE 4.7(H)
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY – EXCEPTIONS

In connection with the acquisition of certain assets from Penton Media, Inc. and Penton Business Media, Inc. (“Penton”), Grantor received an assignment of various copyright registrations from Penton. Given the age of these registrations, and the fact that many of such registrations relate to issues of publications that are now defunct, Grantor has elected not to record the assignment of its interest in any of such registrations.