#### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Penton Media, Inc.		02/09/2011	CORPORATION: DELAWARE
Penton Business Media, Inc.		02/09/2011	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	General Electric Capital Corporation				
Street Address:	299 Park Avenue				
City:	New York				
State/Country:	NEW YORK				
Postal Code:	10171				
Entity Type:	CORPORATION: DELAWARE				

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark	
Serial Number:	85129822	ATW'S SKYPATHS	
Serial Number:	85012988	AUTO INTERIORS	
Serial Number:	85008447	COAL PREP INTERNATIONAL	
Serial Number:	85115750	CONVENIENCE RETAILING	
Serial Number:	75068820	EAT AWARDS	
Serial Number:	75263315	FINE DINING HALL OF FAME	
Serial Number:	85182674	FROM SUPPLY TO SHELF	
Serial Number:	75100177	FS TEC	
Serial Number:	85119050	HEALTHY BUSINESS SOLUTIONS	
Serial Number:	75272454	HOT CONCEPTS!	
Serial Number:	75074802	HOT CONCEPTS! CELEBRATION	
Serial Number:	85182444	MATERIAL HANDLING & LOGISTICS	
Serial Number:	77671691	MENU TRENDS & DIRECTIONS	
			TRADEMARK

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Serial Number:	85182417	MH&L
Serial Number:	85211619	MUFSO
Serial Number:	85211275	NATION'S RESTAURANT NEWS
Serial Number:	76085299	NATION'S RESTAURANT NEWS
Serial Number:	85182606	NEW HOPE 360
Serial Number:	85183190	NEWHOPE360 SHOW & CONFERENCE INSIDER
Serial Number:	85014587	NPI CENTER
Serial Number:	85182704	ON OUR RADAR
Serial Number:	85211691	SMART ENERGY PORTAL
Serial Number:	85119032	SUPPLY NETWORK
Serial Number:	85014608	SUPPLYEXPO
Serial Number:	85010223	
Serial Number:	85140686	THE WINDSHIELD

#### **CORRESPONDENCE DATA**

Fax Number: (212)310-8007

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

Phone: 212-735-4559

vindra.richter@weil.com Email: Correspondent Name: Vindra Richter c/o Weil et al

767 Fifth Ave. Address Line 1:

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	KC/SEC AGMT/47660.3449/VR		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		
Date:	02/17/2011		

#### Total Attachments: 9

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated February 9, 2011, is made by Penton Media, Inc., a Delaware corporation, and Penton Business Media, Inc. (fka Prism Business Media Inc.), a Delaware corporation (each, a "Grantor", collectively, the "Grantors") 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 Grantors and Penton Business Media Holdings Inc. (fka Prism Media Holdings, Inc.), a Delaware corporation ("<u>Holdings</u>") have entered into that certain Amended and Restated Credit Agreement dated March 10, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), with the Administrative Agent, the other agents party thereto and the Lenders party thereto.

WHEREAS, under the terms of that certain Amended and Restated Collateral Agreement dated March 10, 2010 made by the Grantors and Holdings to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantors have 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 Grantors, and have 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 Grantors agree 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, each 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 such Grantor or in which such 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");
- (i) all trademarks, service marks, corporate names, trade names, b. 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. <u>Recordation</u>. The Grantors authorize and request 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.

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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. <u>Governing Law</u>. 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 Grantors have 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.

Title: SVP

PENTON MEDIA, INC.

By: Name: Andrew Schmolka

Title: SVP

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ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL

CORPORATION

3y: May rewar

Name: Title:

Duly Authorized Signatory

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

# **SCHEDULE A**

# **PATENTS**

N/A

### **SCHEDULE B**

### **TRADEMARKS**

# Penton Media, Inc. / Penton Business Media, Inc.

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ATW's Skypaths UNITED STATES	P0912.0057	9/15/2010	85/129,822			PENDING	
AUTO INTERIORS	3						
UNITED STATES	P0522.0476	4/13/2010	85/012,988			PENDING	41
Coal Prep Internation	onal P0522.0474	4/7/2010	85/008,447			PENDING	41
CONVENIENCE RI	ETAILING P0912.0054	8/25/2010	85/115,750			PENDING	16,41
EAT AWARDS UNITED STATES	P0912	3/7/1996	75/068,820	3/25/1997	2,047,486	REGISTERED	41
FINE DINING HALL	L OF FAME T03974US00	3/6/1997	75/263,315	9/22/1998	2,191,633	REGISTERED	41
FOOD RETAILING	TODAY T03975CA00	6/5/2002	114295400	5/7/2004	TMA609716	REGISTERED	16
From Supply to She	<b>lf</b> P0912.0061	11/22/2010	85/182,674			PENDING	35,41
FS TEC UNITED STATES	T03976US00	5/7/1996	75/100,177	6/15/1999	2,253,938	REGISTERED	35,41
Healthy Business So UNITED STATES	<b>lutions</b> P0912.0056	8/30/2010	85/119,050			PENDING	35,41
HOT CONCEPTS! UNITED STATES	T03977US00	4/10/1997	75/272,454	5/5/1998	2,154,907	REGISTERED	35
HOT CONCEPTS!	CELEBRATION and T03978US00	d <b>Design</b> 3/18/1996	75/074,802	10/28/1997	2,108,336	REGISTERED	35
Material Handling & UNITED STATES	& Logistics P0912.0059	11/22/2010	85/182,444			PENDING	16,41
MENU TRENDS & UNITED STATES	DIRECTIONS T03979US00	2/17/2009	77/671,691	6/29/2010	3,811,748	REGISTERED	35
MH&L UNITED STATES	P0912.0058	11/22/2010	85/182,417			PENDING	16,41
MUFSO UNITED STATES	P0912.0066	1/6/2011	85/211,619			PENDING	41
NATION'S RESTAU UNITED STATES	URANT NEWS P0912.0064	1/5/2011	85/211,275			PENDING	41,43
NATION'S RESTAU EUROPEAN UNION UNITED STATES	URANT NEWS T03980EU00 T03980US00	4/1/1996 6/29/2000	173872 76/085,299	6/2/1998 11/6/2001	173872 2,503,806	REGISTERED REGISTERED	9,16 16

Natural Products Ex	po Asia						
HONG KONG	P0912.53HK	4/26/2010	301596772			PENDING	
New Hope 360							
UNITED STATES	P0912.0060	11/22/2010	85/182,606			PENDING	35,41
NEWHOPE360SHO	W & CONFERENCI	E INSIDER					
UNITED STATES	P0912.0063	11/23/2010	85/183,190			PENDING	41
NPI Center							
UNITED STATES	P0912.0052	4/15/2010	85/014,587			PENDING	35,41
ON OUR RADAR							
UNITED STATES	P0912.0062	11/22/2010	85/182,704			PENDING	41
							38,41
SMART ENERGY P							
UNITED STATES	P0522.0478	1/6/2011	85/211,691			PENDING	16,41
<b>Supply Network</b>							
UNITED STATES	P0912.0055	8/30/2010	85/119,032			PENDING	35,41
SUPPLYEXPO							
UNITED STATES	P0912.0053	4/15/2010	85/014,608			PENDING	41
Swirl Logo							
UNITED STATES	P0522.0475	4/9/2010	85/010,223	11/16/2010	3,876,984	REGISTERED	41
THE WINDSHIELD	)						
UNITED STATES	P0522.0477	9/29/2010	85/140,686			PENDING	41

# **SCHEDULE C**

# **MATERIAL COPYRIGHTS**

N/A

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**RECORDED: 02/17/2011**