

# 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
PRIMEDIA Inc.		07/13/2011	CORPORATION: DELAWARE
Consumer Source Holdings Inc.		07/13/2011	CORPORATION: DELAWARE
Consumer Source Inc.		07/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	335 Madison Ave		
Internal Address:	Mail Code: NY1-504-04-03		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3746093	ALLHOMES.COM MILLIONS OF POSSIBILITIES	
Registration Number:	2236353	APARTMENT GUIDE	
Registration Number:	3946873	NEW HOME DIRECTORY.COM	
Registration Number:	2347961	NEW HOMES DATA BOOK	
Registration Number:	2904475	RENTALHOUSES.COM	
Registration Number:	1410440	APARTMENT GUIDE A DIRECTORY FOR THE APARTMENT SHOPPER FREE	
Registration Number:	3859201	DISTRIBUTECH	
Registration Number:	3859202	DISTRIBUTECH	
Registration Number:	2591823	PRIMEDIA	
Registration Number:	3105952	AMERICAN HOME GUIDES	
Serial Number:	77968071	NEW HOME GUIDE.COM	

OP \$315.00 3746093

900197053

TRADEMARK  
 REEL: 004583 FRAME: 0101

Serial Number:

85004140

APARTMENT GUIDE ONLINE AT APARTMENTGUIDE.COM

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512

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

Phone: 2023704767

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW Suite 420

Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F134723

NAME OF SUBMITTER:

Rick Harrison

Signature:

/Rick Harrison/

Date:

07/14/2011

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2011 (this "Trademark Security Agreement") among certain Subsidiaries of the Borrower from time to time party hereto and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of July 13, 2011 (the "Security Agreement"), among PITTSBURGH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), PITTSBURGH ACQUISITION, INC., a Delaware corporation (which on the Closing Date shall be merged with and into PRIMEDIA INC. (the "Company"), with the Company surviving such merger as the borrower (the "Borrower")), each of the Subsidiaries of the Borrower from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of July 13, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each other lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). Each of the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, all of such Grantor's right, title and interest in or to any and all Trademarks (other than such Trademarks that constitute Excluded Assets), including those listed on Schedule I, 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 and all proceeds or revenues related to the foregoing (collectively, the "Trademark Collateral").

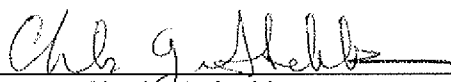
Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Obligations. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

PRIMEDIA INC.

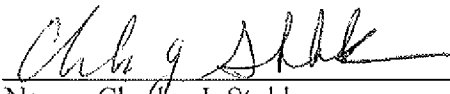
By:   
Name: Charles J. Stubbs  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004583 FRAME: 0105**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

CONSUMER SOURCE HOLDINGS  
INC.

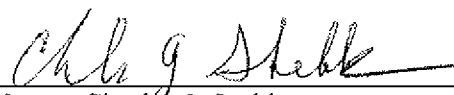
By:   
Name: Charles J. Stubbs  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004583 FRAME: 0106**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.


CONSUMER SOURCE INC.

By:   
Name: Charles J. Stubbs  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004583 FRAME: 0107**

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: Joon Ko  
Title: Vice President

*[Signature Page to Trademark Security Agreement]*



**Annex A**

List of Subsidiaries that are Grantors

1. CONSUMER SOURCE HOLDINGS INC.
2. CONSUMER SOURCE INC.
3. PRIMEDIA INC.

## Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Registration No.</b>	<b>Date Granted</b>
CONSUMER SOURCE HOLDINGS INC.	ALLHOMES.COM MILLIONS OF POSSIBILITIES	3,746,093	2/9/2010
CONSUMER SOURCE HOLDINGS INC.	APARTMENT GUIDE	2,236,353	4/6/1999
CONSUMER SOURCE HOLDINGS INC.	NEW HOME DIRECTORY.COM	3946873	4/19/2011
CONSUMER SOURCE HOLDINGS INC.	NEW HOMES DATA BOOK	2,347,961	5/9/2000
CONSUMER SOURCE HOLDINGS INC.	RENTALHOUSES.COM	2,904,475	11/23/2004
CONSUMER SOURCE INC.	APARTMENT GUIDE A DIRECTORY FOR THE APARTMENT SHOPPER FREE & Design	1,410,440	9/23/1986
PRIMEDIA INC.	DISTRIBUTECH	3,859,201	10/12/2010
PRIMEDIA INC.	DISTRIBUTECH (Stylized)	3,859,202	10/12/2010
PRIMEDIA INC.	PRIMEDIA	2,591,823	7/9/2002
PRIMEDIA INC.	AMERICAN HOME GUIDES <sup>1</sup>	3,105,952	6/20/2006

U.S. Trademark Applications

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Application No.</b>	<b>Date Filed</b>	<b>Date Granted</b>
CONSUMER SOURCE HOLDINGS INC.	NEW HOME GUIDE.COM	77/968,071	3/25/2010	Pending
CONSUMER SOURCE HOLDINGS INC.	APARTMENT GUIDE ONLINE AT APARTMENTGUIDE.COM (Stylized)	85/004,140	4/1/2010	Pending

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<sup>1</sup> Owner of record at USPTO is "American Home Guides, Inc.", whose assets were acquired by PRIMEDIA Inc.