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	
Penton Media, Inc.		04/04/2012	CORPORATION: DELAWARE	
Penton Business Media Inc	FORMERLY Prism Business Media, Inc.	04/04/2012	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: 32

Property Type	Number	Word Mark
Registration Number:	4065448	AUTO INTERIORS
Serial Number:	85485123	CLUB INDUSTRY.COM
Registration Number:	4020791	CONVENIENCE RETAILING
Serial Number:	85418777	ELISTENING
Serial Number:	85485676	ENGREDEA
Registration Number:	4081654	ETV
Registration Number:	4117370	EYETRAFFIC MEDIA
Registration Number:	4088072	FLEETOWNER
Registration Number:	4052830	FUTURE OF WELLNESS
Registration Number:	4052832	FUTURE OF WELLNESS
Serial Number:	85441012	GOVPRO
Registration Number:	4116288	GROVE AND VEGETABLE
Registration Number:	4047835	HEALTHY BUSINESS SOLUTIONS
	11	TRADEMARK

TRADEMARK

REEL: 004762 FRAME: 0863

Registration Number:	4061780	HVAC-TALK			
Registration Number:	4039950	MATERIAL HANDLING & LOGISTICS			
Serial Number:	85411782	MSPMENTOR			
Serial Number:	85485575	NBJ			
Serial Number:	85411803	NINE LIVES MEDIA INC.			
Registration Number:	4017977	NPI CENTER			
Registration Number:	4022898	PENTON MARKETING SERVICES			
Registration Number:	4022899	PENTON MARKETING SERVICES WE KNOW YOUR CUSTOMERS POWERED BY EYETRAFFIC			
Registration Number:	4019019	PENTON ONLINE AUCTIONS			
Serial Number:	85477750	RECREATIONAL VEHICLE BLUE BOOK			
Registration Number:	4054096	SMART ENERGY PORTAL			
Serial Number:	85421050	SOURCE ESB			
Serial Number:	85411808	TALKIN' CLOUD			
Serial Number:	85441665	THE INDEPENDENT			
Serial Number:	85485067	THE NBJ SUMMIT			
Serial Number:	85411806	THE VAR GUY			
Serial Number:	85487053	UED			
Serial Number:	85486911	USED EQUIPMENT DIRECTORY			
Serial Number:	85543059	WEALTH MANAGEMENT LETTER			

CORRESPONDENCE DATA

Fax Number: 6508023100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6508023905

Email: kwang-chien.ger@weil.com

Correspondent Name: Kwang-chien Ger

Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065

NAME OF SUBMITTER:	Kwang-chien Ger		
Signature:	/Kwang-chien Ger/		
Date:	04/23/2012		

Total Attachments: 9

source=IP Security Agreement_4-4-12#page1.tif source=IP Security Agreement_4-4-12#page2.tif



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 April 4, 2012, 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 ("Holdings") 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 "Credit Agreement"), 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");

- h (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, assignce, 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.
- 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. <u>Grants, Rights and Remedies.</u> 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.

[Remainder of Page Intentionally Blank]

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.

By: Andrew Schmolka

Title: SVP

PENTON MEDIA, INC.

Name: Andrew Schmolka

Title: SVP

ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL

CORPORATION

Ву: __

Ellen Weaver

Name: Title:

Duly Authorized Signatory

SCHEDULE A

PATENTS

N/A

SCHEDULE B - TRADEMARKS

		DURRENTE	AND IN THE RESERVED	ZNIANUN SEET			
COUNTRY	REFERENCE#	FILED	APPL#	REGOT	REG#	STATUS	CLASSES
AUTO INTERIORS UNITED STATES	P0522.0476	4/13/2010	85/012,988	12/6/2011	4,065,448	REGISTERED	*41
Club Industry.com UNITED STATES	P0912 0069	12/1/2011	85/485,123			PENDING	41
CONVENIENCE R UNITED STATES	ETAILING P0912.0054	8/25/2010	85/115,750	8/30/2011	4,020,791	REGISTERED	16,41
eLISTENING UNITED STATES	P0912.0081	9/9/2011	85/418,777			PENDING	35,42
ENGREDEA UNITED STATES	P0912.0087	12/2/2011	85/485,676			PENDING	35,41
ETV UNITED STATES	P0522.0471	10/12/2009	77/846,324	1/10/2012	4,081,654	REGISTERED	41
EYETRAFFIC MEI	DIA P0912.0073	3/25/2011	85/277,398	3/27/2012	4,117,370	REGISTERED	35,42
FLEETOWNER UNITED STATES	P0522,0481	7/28/2011	85/383;095	1/17/2012	4,088,072	REGISTERED	39,41
FUTURE OF WELL	NESS P0912:0076	4/11/2011	85/291,357	11/8/2011	4,052,830	REGISTERED	16,41
UNITED STATES	P0912.0075	4/11/2011	85/291,373	11/8/2011	4,052,832	REGISTERED	16,41
GovPro UNITED STATES	P0912.0082	10/6/2011	85/441,012			PENDING	41
GROVE AND VEGI UNITED STATES	ETABLE P0522.0480	6/17/2011	85/349,138	3/20/2012	4,116,288	REGISTERED	16,41
Healthy Business Sou	lutions P0912.0056	8/30/2010	85/119,050	11/1/2011	4,047,835	REGISTERED	35, 4 1
HVAC-Talk UNITED STATES	P0912.0023	11/19/2007	77/333,066	11/29/2011	4,061,780	REGISTERED	38,41
Material Handling & UNITED STATES	k Logistics P0912.0059	11/22/2010	85/182,444	10/11/2011	4,039,950	REGISTERED	16,41
MSPMENTOR UNITED STATES	P0912.0077	8/31/2011	85/411,782	PENDING	41,42		
NBJ UNITED STATES	P0912.0088	12/2/2011	85/485,575			PENDING	15,41
NINE LIVES MEDI. UNITED STATES	A INC. P0912.0080	8/31/2011	85/411,803	PENDING	35,41		
NPI Center UNITED STATES	P0912.0052	4/15/2010	85/014,587	8/30/2011	4,017,977	REGISTERED	35,41
Penton Marketing Se UNITED STATES	ervices P0912.0074	3/25/2011	85/276,720	9/6/2011	4,022,898	REGISTERED	35,42

Penton Marketing Services We Know Your Customers Powered by eyetraffic									
	UNITED STATES	P0912.0072	3/25/2011	85/277,519	9/6/2011	4,022,899	REGISTERED	35,42	
	Penton Online Auctions								
	UNITED STATES	P0912.0068	1/31/2011	85/230,197	8/30/2011	4,019,019	REGISTERED	35	
	RECREATIONAL V	EHICLE BLUE BO	OK:						
	UNITED STATES	P0522.0505	11/21/2011	85/477,750			PENDING	41	
	SMART ENERGY P	ORTAL.							
	UNITED STATES	P0522.0478	1/6/2011	85/211,691	11/8/2011	4,054,096	REGISTERED	16,41	
	SOURCE ESB								
	UNITED STATES	P0522.0503	9/13/2011	85/421,050			PENDING	16,35	
	TALKIN' CLOUD								
	UNITED STATES	P0912,0079	8/31/2011	85/411,808	PENDING	41,42			
	THE INDEPENDENT								
	UNITED STATES	P0522.0504	10/7/2011	85/441,665			PENDING	41	
	The NBJ Summit								
	UNITED STATES	P0912.0090	12/1/2011	85/485,067			PENDING	41	
	THE VAR GUY								
	UNITED STATES	P0912.0078	8/31/2011	85/411,806	PENDING	41,42			
	UED								
	UNITED STATES	P0912.0092	12/5/2011	85/487,053	PENDING	35			
	USED EQUIPMENT DIRECTORY								
	UNITED STATES	P0912.0091	12/5/2011	85/486,911	PENDING	35			
	WEALTH MANAGEMENT LETTER								
	UNITED STATES	P0522.0506	2/15/2012	85/543.059			PENDING	41	
				,*					

SCHEDULE C

MATERIAL COPYRIGHTS

N/A

TRADEMARK REEL: 004762 FRAME: 0874

RECORDED: 04/23/2012