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.		08/20/2012	CORPORATION: DELAWARE
Penton Business Media, Inc.	FORMERLY Prism Business Media Inc.	08/20/2012	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: 12

Property Type	Number	Word Mark
Serial Number:	85418777	ELISTENING
Serial Number:	85244932	INGREDIENT INTELLIGENCE MONOGRAPH
Serial Number:	85675089	NFM
Serial Number:	85411803	NINE LIVES MEDIA INC.
Serial Number:	77761550	NUTRACON
Serial Number:	85421050	SOURCE ESB
Serial Number:	85014608	SUPPLYEXPO
Serial Number:	85411808	TALKIN' CLOUD
Serial Number:	85441665	THE INDEPENDENT
Serial Number:	85333981	THE OFFICIAL TRACTOR BLUE BOOK
Serial Number:	85411806	THE VAR GUY
Serial Number:	85487053	UED

TRADEMARK

REEL: 004856 FRAME: 0018

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: 6508023000

Email: kwan-chien.ger@weil.com, suzin.metz@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:	09/04/2012

Total Attachments: 8

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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 August 20, 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 <u>Schedule A</u> 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 "<u>Patents</u>");

- 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. <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. <u>Execution in Counterparts</u>. 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.

Name: Andrew Schmolka

Title: SVP

PENTON MEDIA, INC.

Name: Andrew Schmolka

Title: SVP

ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL

CORPORATION

Name: ELLEN D. WEAVER
Title: DULY AUTHORIZED SIGNATORY

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

PATENTS

N/A

$\underline{SCHEDULE\;B-TRADEMARKS}$

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
eLISTENING UNITED STATES	P0912.0081	9/9/2011	85/418,777	5/1/2012	4,135,481	REGISTERED	35,42
Ingredient Intelligen	rce Monograph P0912.0069	2/17/2011	85/244,932	4/17/2012	4,127,748	REGISTERED	35,41
NFM UNITED STATES	P0912.0093	7/12/2012	85/675,089			PENDING	16,41
NINE LIVES MEDI	A INC. P0912.0080	8/31/2011	85/411,803	6/26/2012	4,163,726	REGISTERED	35,41
NUTRACON UNITED STATES	P0912.0045	6/17/2009	77/761,550	5/15/2012	4,140,603	REGISTERED	41
SOURCE ESB UNITED STATES	P0522.0503	9/13/2011	85/421,050	6/26/2012	4,163,771	REGISTERED	16,35
SUPPLYEXPO UNITED STATES	P0912.0053	4/15/2010	85/014,608	5/29/2012	4,151,833	REGISTERED	41
TALKIN' CLOUD UNITED STATES	P0912.0079	8/31/2011	85/411,808	6/26/2012	4,163,727	REGISTERED	41,42
THE INDEPENDENT UNITED STATES	NT P0522.0504	10/7/2011	85/441,665	5/8/2012	4,139,217	REGISTERED	41
THE OFFICIAL TRUNITED STATES	RACTOR BLUE BOO P0522.0479	OK 5/31/2011	85/333,981	8/7/2012	4,185,096	REGISTERED	16
THE VAR GUY UNITED STATES	P0912.0078	8/31/2011	85/411,806	6/19/2012	4,160,371	REGISTERED	41,42
UED UNITED STATES	P0912.0092	12/5/2011	85/487,053	7/17/2012	4,175,635	REGISTERED	35

SCHEDULE C

MATERIAL COPYRIGHTS

N/A

RECORDED: 09/05/2012