

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.		07/11/2013	CORPORATION: DELAWARE
Penton Business Media, Inc.	FORMERLY Prism Business Media Inc.	07/11/2013	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: 10			
Property Type	Number	Word Mark	
Registration Number:	4292341	BEEF PRODUCER	
Registration Number:	4320325	FARM FUTURES	
Serial Number:	85872745	FARM TAX SAVER	
Serial Number:	85939159	FUNCTIONAL INGREDIENTS	
Serial Number:	85973209	HAY & FORAGE EXPO	
Serial Number:	85896605	MICROWAVES&RF	
Registration Number:	4295637	NFM	
Registration Number:	4287707	RECREATIONAL VEHICLE BLUE BOOK	
Registration Number:	4328495	SN	
Registration Number:	4322900	THE NBJ SUMMIT	
CORRESPONDENCE DATA			
Fax Number:	6508023100		

CH \$265.00 4292341

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

Phone: 6508023000
Email: kwang-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

ATTORNEY DOCKET NUMBER:	KCGER/SMETZ - 47660.3449
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NAME OF SUBMITTER:	Kwang-chien Ger
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Signature:	/Kwang-chien Ger/
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Date:	08/06/2013
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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 July 11, 2013, 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”);

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. Recordation. 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. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The

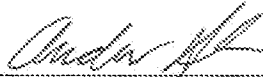
Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

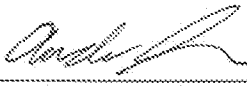
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IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PENTON BUSINESS MEDIA INC.

By: 
Name: Andrew Schmolka
Title: SVP

PENTON MEDIA, INC.

By: 
Name: Andrew Schmolka
Title: SVP

ADMINISTRATIVE AGENT:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Name:

ELLEN D. WEAVER

Title:

DULY AUTHORIZED SIGNATORY

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005086 FRAME: 0124

SCHEDULE A

PATENTS

N/A

SCHEDULE B – TRADEMARKS

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BEEF PRODUCER							
UNITED STATES	T04514US01	7/10/2012	85/673,084	2/19/2013	4,292,341	REGISTERED	16
FARM FUTURES							
UNITED STATES	T04517US01	7/30/2012	85/690,388	4/16/2013	4,320,325	REGISTERED	09
FARM TAX SAVER							
UNITED STATES	F0701.0001	3/11/2013	85/872,745			PENDING	41
Functional Ingredients							
UNITED STATES	P0912.0014	5/22/2013	85/939,159			PENDING	09,16,41
Hay & Forage Expo							
UNITED STATES	P0522.0514	6/28/2013	85/973,209			PENDING	35
Microwaves&RF							
UNITED STATES	P0912.0096	4/5/2013	85/896,605			PENDING	41
NFM							
UNITED STATES	P0912.0093	7/12/2012	85/675,089	2/26/2013	4,295,637	REGISTERED	16,41
RECREATIONAL VEHICLE BLUE BOOK							
UNITED STATES	P0522.0505	11/21/2011	85/477,750	2/12/2013	4,287,707	REGISTERED	41
SN							
UNITED STATES	P0522.0512	12/10/2012	85/798,742	4/30/2013	4,328,495	REGISTERED	35,41
The NBJ Summit							
UNITED STATES	P0912.0090	12/1/2011	85/485,067	4/23/2013	4,322,900	REGISTERED	41

SCHEDULE C

MATERIAL COPYRIGHTS

N/A