

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Penske Business Media, LLC</td> <td></td> <td>01/28/2014</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Penske Business Media, LLC		01/28/2014	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Penske Business Media, LLC		01/28/2014	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	Comerica Bank								
Street Address:	411 West Lafayette								
Internal Address:	MC 3251								
City:	Detroit								
State/Country:	MICHIGAN								
Postal Code:	48226-3517								
Entity Type:	a Texas banking association: TEXAS								
PROPERTY NUMBERS Total: 5									
Property Type	Number	Word Mark							
Serial Number:	85152204	DEADLINE AWARDS							
Registration Number:	3971254	DEADLINE.COM							
Registration Number:	4206606	DEADLINE							
Registration Number:	4206605	DEADLINE							
Registration Number:	3986340	TOLDJA							
CORRESPONDENCE DATA									
Fax Number:	7349302494								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Phone:	734-930-0121								
Email:	asujek@bodmanlaw.com								
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC								
Address Line 1:	201 South Division, Suite 400								
Address Line 4:	Ann Arbor, MICHIGAN 48104								

OP \$140.00 85152204

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	02/27/2014
<p>Total Attachments: 6 source=Penske IPSA#page1.tif source=Penske IPSA#page2.tif source=Penske IPSA#page3.tif source=Penske IPSA#page4.tif source=Penske IPSA#page5.tif source=Penske IPSA#page6.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Penske Business Media, LLC)

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 28, 2014, between **COMERICA BANK** ("Bank") and **PENSKE BUSINESS MEDIA, LLC**, a Delaware limited liability company ("Debtor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations ("Financial Accommodations") to **PENSKE BUSINESS MEDIA, LLC**, a Delaware limited liability company ("Borrower") pursuant to a Credit Agreement made as of January 28, 2014, between Bank and Borrower, as amended, restated, replaced and supplemented from time to time.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Indebtedness. Debtor executed and delivered to Bank that certain Security Agreement (Intellectual Property) dated as of even date herewith (as amended, restated, replaced and supplemented from time to time, the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Indebtedness, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under its Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

11175 Santa Monica Boulevard, 9th Floor
Los Angeles, California 90025

DEBTOR:

PENSKE BUSINESS MEDIA, LLC,
a Delaware limited liability company

By: _____

Name: Paul Woolnough

Title: Secretary

Address of Bank:

411 West Lafayette
MC 3251
Detroit, Michigan 48226-3517

BANK:

COMERICA BANK

By: _____

Name: David J. Wible

Title: Vice President

[Signature Page to Intellectual Property Security Agreement (Penske Business Media, LLC)]

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MC 3251
Detroit, Michigan 48226-3517

BANK:

COMERICA BANK

By:  _____

Name: David J. Wible

Title: Vice President

[Signature Page to Intellectual Property Security Agreement (Penske Business Media, LLC)]

EXHIBIT A

Registered Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C**Trademarks**

MARK (PROFILE NAME)	OWNER	CLASS(ES)	COUNTRY NAME	APPLICATION #	APP. DATE	REGISTRATION #	REG. DATE	STATUS
DEADLINE AWARDS	Deadline Business Media, LLC	16	US	85/152,204	13- Oct- 2010	N/A	N/A	Live
DEADLINE.COM	Deadline Business Media, LLC	41	US	77/820,514	4- Sep- 2009	3,971,254	31- May- 2011	Live
DEADLINE	Deadline Business Media, LLC	16	US	85/152,207	13- Oct- 2010	4,206,606	11- Sep- 2012	Live
DEADLINE (LOGO)	Deadline Business Media, LLC	16	US	85/152,206	13- Oct- 2010	4,206,605	11- Sep- 2012	Live
TOLDJA	Deadline Business Media, LLC	41	US	77/803,413	12- Aug- 2009	3,986,340	28- June- 2011	Live