

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM332667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interests Recorded at 5126/0164 and 5128/0295		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch, as administrative agent		02/05/2015	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Penton Business Media, Inc.		
<b>Street Address:</b>	1166 Avenue of the Americas, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1505426	HAY & FORAGE GROWER	
<b>Registration Number:</b>	3586965	HAY & FORAGE GROWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	bgilpin@gklaw.com		
<b>Correspondent Name:</b>	Brian G. Gilpin		
<b>Address Line 1:</b>	780 North Water Street		
<b>Address Line 2:</b>	Godfrey & Kahn, S.C.		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	042000-0036		
<b>NAME OF SUBMITTER:</b>	Brian G. Gilpin		
<b>SIGNATURE:</b>	/brian g. gilpin/		
<b>DATE SIGNED:</b>	02/19/2015		
<b>Total Attachments: 5</b>			

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February 5, 2015

Penton Business Media, Inc.  
1166 Avenue of the Americas  
10th Floor  
New York, New York 10036  
Attention: Andrew Schmolka

Ladies and Gentlemen:

Reference is made to (a) that certain First Lien Credit Agreement, dated as of October 3, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the "First Lien Credit Agreement") among Penton Business Media, Inc., a Delaware corporation ("Penton"), Penton Media, Inc., a Delaware corporation (a "Borrower" and, together with Penton, the "Borrowers"), Penton Operating Holdings, Inc., a Delaware corporation ("Holdings"), the Subsidiary Guarantors party thereto from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "First Lien Administrative Agent") and as collateral agent (in such capacity, the "First Lien Collateral Agent" and together with the First Lien Administrative Agent, the "First Lien Agents"); (b) that certain First Lien Security Agreement, dated as of October 3, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the "First Lien Security Agreement") among the Borrowers, Holdings, certain of its subsidiaries and the First Lien Collateral Agent; (c) that certain Second Lien Credit Agreement, dated as of October 3, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the "Second Lien Credit Agreement" and together with the First Lien Credit Agreement, the "Credit Agreements") among the Borrowers, Holdings, the Subsidiary Guarantors party thereto from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent (in such capacity, the "Second Lien Administrative Agent") and as collateral agent (in such capacity, the "Second Lien Collateral Agent" and together with the Second Lien Administrative Agent, the "Second Lien Agents" and collectively with the First Lien Agents, the "Agents"); and (d) that certain Second Lien Security Agreement, dated as of October 3, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the "Second Lien Security Agreement" and together with the First Lien Security Agreement, the "Security Agreements") among the Borrowers, Holdings, certain of its subsidiaries and the Second Lien Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the First Lien Credit Agreement and Second Lien Credit Agreement, as applicable.

WHEREAS, pursuant to Section 6.13(b)(i) of the First Lien Security Agreement and Section 6.13(b)(ii) of the Second Lien Security Agreement, upon any sale or other transfer by any Loan Party (as defined in the applicable Credit Agreement) that is permitted under the First Lien Credit Agreement and the Second Lien Credit Agreement, respectively, to any person that is not a Loan Party, the security interest in such Collateral (as defined in the First Lien Security Agreement and the Second Lien Security Agreement, as applicable) shall be automatically released.

WHEREAS, the undersigned, in the capacity as duly appointed officer of Holdings and not in any individual capacity, hereby certifies to the First Lien Agents and the Second Lien Agents on behalf of Holdings that (a) Holdings intends to sell the assets described on Schedule I to this letter (the "Assets") pursuant to an Asset Purchase Agreement between Penton, on the one hand, and W.D. Hoard & Sons Co., on the other hand (a substantially final form of which has been delivered to the Agents, the "APA") and apply the proceeds of such sale, as applicable, in accordance with the terms and conditions of the Loan

Documents (as defined under the First Lien Credit Agreement and the Second Lien Credit Agreement, as applicable) (the “Transaction”) and (b) that the Transaction is a Disposition permitted under the First Lien Credit Agreement and the Second Lien Credit Agreement and that the release of the security interest by the First Lien Collateral Agent and the Second Lien Collateral Agent in respect of the Assets from the Lien created by the First Lien Security Agreement and the Second Lien Security Agreement, respectively, are each permitted by the First Lien Security Agreement and the Second Lien Security Agreement, respectively.

Upon each First Lien Agent’s receipt of confirmation of consummation of the Transaction and in reliance on the representations set forth above and without independent investigation, the First Lien Collateral Agent’s Lien on the Assets shall be automatically released, and the First Lien Collateral Agent hereby agrees to deliver, at Holdings’ expense, such instruments, documents and agreements reasonably acceptable to the First Lien Agents as Holdings shall reasonably request to evidence such release of Lien solely with respect to the Assets.

Upon each Second Lien Agent’s receipt of confirmation of consummation of the Transaction and in reliance on the representations set forth above and without independent investigation, the Second Lien Collateral Agent’s Lien on the Assets shall be automatically released, and the Second Lien Collateral Agent hereby agrees to deliver, at Holdings’ expense, such instruments, documents and agreements reasonably acceptable to the Second Lien Agents as Holdings shall reasonably request to evidence such release of Lien solely with respect to the Assets.

Each of the Credit Agreements and the Security Agreements is confirmed as being in full force and effect. This letter may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single letter. Delivery of an executed counterpart of a signature page to this letter by facsimile or electronic transmission of a .pdf copy shall be effective as delivery of a manually executed counterpart. This letter shall be governed by, and construed in accordance with, the internal laws of the State of New York. It is agreed that all expenses incurred by the Agents in connection with the preparation, execution and delivery of this letter agreement and the actions contemplated herein (including those of outside counsel) shall be paid by Holdings.

[Signature pages follow]

Very truly yours,

Credit Suisse AG, Cayman Islands Branch, as  
First Lien Administrative Agent and First Lien  
Collateral Agent

By: 

Name: Nupur Kumar  
Title: Authorized Signatory

By: 

Name: Samuel Miller  
Title: Authorized Signatory

Credit Suisse AG, Cayman Islands Branch, as  
Second Lien Administrative Agent and Second  
Lien Collateral Agent

By: 

Name: Nupur Kumar  
Title: Authorized Signatory

By: 

Name: Samuel Miller  
Title: Authorized Signatory

Accepted and agreed, and the undersigned hereby certifies that the Transaction and the use of proceeds therefrom shall be in accordance with the terms and conditions of the Loan Documents.

**PENTON BUSINESS MEDIA, INC.**



By: \_\_\_\_\_

Name: Andrew Schmolka

Title: SVP

[SIGNATURE PAGE TO PARTIAL RELEASE LETTER]

**TRADEMARK**  
**REEL: 005462 FRAME: 0766**

For purposes of the attached letter:

“Assets” shall mean, subject to the further descriptions, specifications, limitations, terms and conditions of the APA, all right, title and interest in and to (i) the “Hay & Forage Grower” and “eHay Weekly” names, all trademark rights in respect thereof, and all goodwill associated therewith; (ii) Seller’s domain registration with respect to the URL <http://hayandforage.com/>; and (iii) the “Transferred Lists,” as defined in the APA, all as and to the extent they shall exist on the closing date of the Transaction.