TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gold Derby Media, LLC		08/31/2015	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: 2

Property Type	Number	Word Mark
Registration Number:	2887483	GOLD DERBY
Registration Number:	4156950	TV DERBY

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

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

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	09/04/2015

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Gold Derby Media, LLC)

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2015, between **COMERICA BANK** ("Bank") and **GOLD DERBY 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 an Amended and Restated Credit Agreement made as of September 5, 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
Los Angeles, CA 90025

DEBTOR:

GOLD DERBY 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 (Gold Derby Media, LLC)]

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
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GOLD DERBY MEDIA, LLC,
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By:_____
Name: Paul Woolnough
Title: Secretary

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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 (Gold Derby Media, LLC)]

EXHIBIT A

Copyrights

None.

TRADEMARK
REEL: 005617 FRAME: 0544

EXHIBIT B

Patents

None.

TRADEMARK
REEL: 005617 FRAME: 0545

EXHIBIT C

Trademarks

"Gold Derby" Trademark

Serial number 78123709

REGISTRATION NUMBER: 2887483

REGISTRATION DATE: 09/21/2004

Registration renewed in 2014 for a 10 year term

"TV Derby" Trademark

Serial number 85397524

Registration #: 4156950

Registration date: 6/12/2012

TRADEMARK

RECORDED: 09/04/2015

REEL: 005617 FRAME: 0546