

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penske Business Media, LLC		11/24/2015	Limited Liability Company: DELAWARE
Gold Derby Media, LLC		11/24/2015	Limited Liability Company: DELAWARE
Fairchild Publishing, LLC		11/24/2015	Limited Liability Company: DELAWARE
Deadline Hollywood, LLC		11/24/2015	Limited Liability Company: DELAWARE
Variety Media, LLC		11/24/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	411 W. Lafayette St.		
Internal Address:	Attn. Corporate Finance - MC 3289		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87085961	OMNILYTICS	
Serial Number:	87224773	DEADLINE LIVE MEDIA	
Serial Number:	87224034	DEADLINE HOLLYWOOD LIVE MEDIA	
Serial Number:	87222361	AWARDSLINE	
Serial Number:	87127358	VARIETY500	
Serial Number:	87127385	VARIETY LIVE MEDIA	
Serial Number:	87127491	FAIRCHILD LIVE MEDIA	
Serial Number:	87127467	WWD LIVE MEDIA	
Serial Number:	87126947	INSTANT FASHION	
CORRESPONDENCE DATA			

OP \$240.00 87085961

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Susan M. Kornfield
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SIGNATURE:	/Susan M. Kornfield/
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DATE SIGNED:	03/08/2017
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Total Attachments: 11

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), is dated as of November 24, 2015, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of November 24, 2015 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Penske Business Media, LLC ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Amended and Restated Security Agreement, dated as of November 24, 2015, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Section 7.13 of the Security Agreement is hereby incorporated into, and made a part of, this Agreement by reference.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the

Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures on following page]

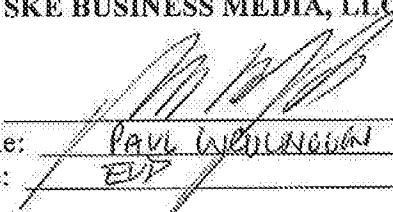
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Debtors' Address for Notices:

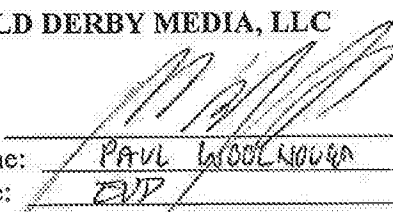
11175 Santa Monica Blvd.
Los Angeles, California 90025
Facsimile No.: 310-846-4874
Attn: Todd Greene, Esq., General Counsel

DEBTORS:

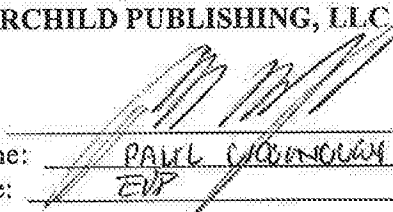
PENSKE BUSINESS MEDIA, LLC

By: 
Name: PAUL WOOLNOUGH
Title: EVP

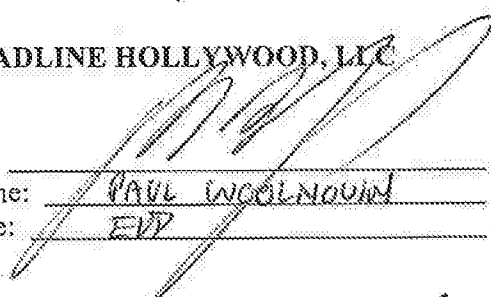
GOLD DERBY MEDIA, LLC

By: 
Name: PAUL WOOLNOUGH
Title: EVP

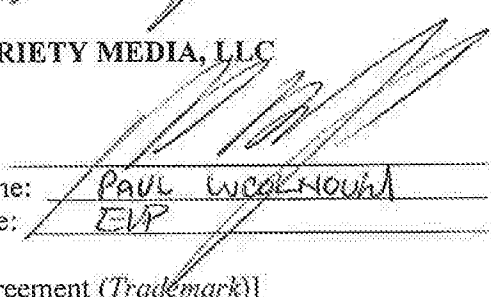
FAIRCHILD PUBLISHING, LLC

By: 
Name: PAUL WOOLNOUGH
Title: EVP

DEADLINE HOLLYWOOD, LLC

By: 
Name: PAUL WOOLNOUGH
Title: EVP

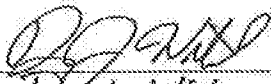
VARIETY MEDIA, LLC

By: 
Name: PAUL WOOLNOUGH
Title: EVP

[Debtors' Signature Page to Agreement (Trademark)]

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Name: David W. White
Title: Vice President

Address for Notices:



Comerica Bank Center
Attn: Corporate Finance - MC 3289
411 W. Lafayette St.
Detroit, Michigan 48226
Facsimile: (313) 222-9434

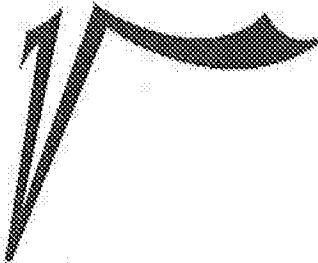
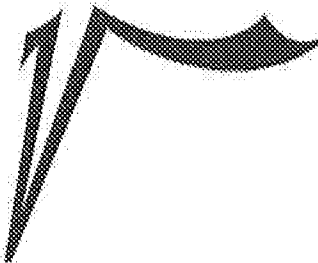
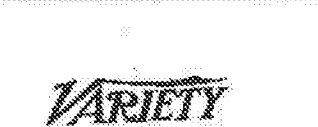
[Secured Party's Signature Page to Agreement (*Trademark*)]



SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
OMNILYTICS	87/085961	6/28/16	n/a	n/a	Penske Business Media, LLC (a Delaware LLC)
DEADLINE LIVE MEDIA	87/224773	11/3/16	n/a	n/a	Penske Business Media, LLC (a Delaware LLC)
DEADLINE HOLLYWOOD LIVE MEDIA	87/224034	11/2/16	n/a	n/a	Penske Business Media, LLC (a Delaware LLC)
AWARDSLINE	87/222361	11/1/16	n/a	n/a	Penske Business Media, LLC (a Delaware LLC)
VARIETY500	87/127358	8/4/16	n/a	n/a	Variety Media, LLC (a Delaware LLC)
VARIETY LIVE MEDIA	87/127385	8/4/16	n/a	n/a	Variety Media, LLC (a Delaware LLC)
FAIRCHILD LIVE MEDIA	87/127491	8/4/16	n/a	n/a	Fairchild Publishing, LLC (a Delaware LLC)
WWD LIVE MEDIA	87/127467	8/4/16	n/a	n/a	Fairchild Publishing, LLC (a Delaware LLC)
INSTANT FASHION	87/126947	8/4/16	n/a	n/a	Fairchild Publishing, LLC (a Delaware LLC)
LA 411	85/451131	10/19/11	4,170,811	7/10/12	Variety Media, LLC
NEW YORK 411	85/451229	10/19/11	4,170,812	7/10/12	Variety Media, LLC
FLIXTRACKER	85/447911	10/14/11	4,207,999	9/11/12	Variety Media, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
CREATIVE LEADERSHIP AWARD	85/423581	9/15/11	4,200,263	8/28/12	Variety Media, LLC
VARIETY POWER OF COMEDY	85/359604	6/29/11	4,091,085	1/24/12	Variety Media, LLC
FIND OUT FIRST	85/349022	6/17/11	4,141,511	5/15/12	Variety Media, LLC
	85/348976	6/17/11	4,196,859	8/28/12	Variety Media, LLC
TVTRACKER.COM	85/349116	6/17/11	4,196,861	8/28/12	Variety Media, LLC
INSIDE PRODUCTION	85/263548	3/10/11	4,048,470	11/1/11	Variety Media, LLC
BLOGDOGGER	85/976187	2/11/11	4,119,723	3/27/12	Variety Media, LLC
SHOWBLITZ	85/229913	1/31/11	4,054,125	11/8/11	Variety Media, LLC
	85/177071	11/15/10	3,957,896	5/10/11	Variety Media, LLC
DEADLINE	85/152207	10/13/10	4,206,606	9/11/12	Penske Business Media, LLC
DEADLINE	85/152206	10/13/10	4,206,605	9/11/12	Penske Business Media, LLC
DEADLINE.COM	77/820514	9/4/09	3,971,254	5/31/11	Penske Business Media, LLC
TOLDJA	77/803413	8/12/09	3,986,340	6/28/11	Penske Business Media, LLC
VARIETY411.COM	77/549287	8/18/08	3,711,045	11/17/09	Variety Media, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
VARIETY POWER OF YOUTH	77/433272	3/27/08	3,560,089	1/13/09	Variety Media, LLC
POWER OF YOUTH	77/433293	3/27/08	3,563,557	1/20/09	Variety Media, LLC
BOFFO	77/313708	10/25/07	3,970,883	5/31/11	Variety Media, LLC
	77/198714	6/6/07	3,886,598	12/7/10	Variety Media, LLC
AWARD CENTRAL	77/085837	1/18/07	3,296,859	9/25/07	Variety Media, LLC
VPAGE	78/930709	7/17/06	3,335,083	11/13/07	Variety Media, LLC
	76/610855	9/10/04	3,078,184	4/11/06	Variety Media, LLC
VARIETY.COM	75/464542	4/8/98	2,251,363	6/8/99	Variety Media, LLC
VARIETY	75/404877	12/10/97	2,417,890	1/2/01	Variety Media, LLC
	75/402891	12/10/97	2,476,922	8/14/01	Variety Media, LLC
L.A. 411	75/226488	1/16/97	2,237,340	4/6/99	Variety Media, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	74/065444	6/4/90	1,640,471	4/9/91	Variety Media, LLC
LA 411	73/648835	3/11/87	1,487,531	5/10/88	Variety Media, LLC
	73/519633	1/28/85	1,350,618	7/23/85	Variety Media, LLC
E-DAILY	86/281554	5/14/14	n/a	n/a	Penske Business Media, LLC
VENICE DAILIES	86/281643	5/14/14	n/a	n/a	Penske Business Media, LLC
CANNES DAILIES	86/281636	5/14/14	n/a	n/a	Penske Business Media, LLC
AWARDSLINE	86/520140	1/30/15	n/a	n/a	Penske Business Media, LLC
SHOW DAILY	86/281628	5/14/14	n/a	n/a	Penske Business Media, LLC
SHOW DAILIES	86/281570	5/14/14	n/a	n/a	Penske Business Media, LLC
E-SHOW DAILIES	86/281476	5/14/14	n/a	n/a	Penske Business Media, LLC
NEW YORK 411	86/393865	9/12/14	4,759,089	6/23/15	Variety Media, LLC
GOLD DERBY	78/123709	4/24/02	2,887,483	9/21/04	Gold Derby Media, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TV DERBY	85/397524	8/14/11	4,156,950	6/12/12	Gold Derby Media, LLC
WOMEN'S WEAR DAILY	71/242516	1/7/27	227,298	5/3/27	Fairchild Publishing, LLC
FOOTWEAR NEWS	71/618158	8/28/51	561,615	7/15/52	Fairchild Publishing, LLC
WWD	72/375202	11/4/70	913,731	6/8/71	Fairchild Publishing, LLC
MENSWEAR	73/235076	10/15/79	1,175,097	10/27/81	Fairchild Publishing, LLC
M	73/435689	7/22/83	1,304,986	11/13/84	Fairchild Publishing, LLC
KEEPING TRACK	73/538635	5/20/85	1,373,759	12/3/85	Fairchild Publishing, LLC
CHILDREN'S BUSINESS	73/568661	11/15/85	1,397,641	6/17/86	Fairchild Publishing, LLC
DNR	73/660766	5/14/87	1,468,296	12/8/87	Fairchild Publishing, LLC
FN	74/243279	2/4/92	1,718,112	9/22/92	Fairchild Publishing, LLC
WWD	74/383876	4/29/93	1,822,709	2/22/94	Fairchild Publishing, LLC
EYE	74/430142	8/30/93	1,847,691	8/2/94	Fairchild Publishing, LLC
FNS	74/490868	2/17/94	1,915,619	8/29/95	Fairchild Publishing, LLC
WWD.COM	76/204228	2/5/01	2,867,134	7/27/04	Fairchild Publishing, LLC
WWD	76/205178	2/6/01	2,867,136	7/27/04	Fairchild Publishing, LLC

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
WWD STYLE STARTS HERE	76/697056	4/24/09	3,753,503	3/2/10	Fairchild Publishing, LLC
WWDEYESCOOP	76/704088	8/12/10	3,912,671	2/1/11	Fairchild Publishing, LLC
MEN'S WEEK	77/857534	10/26/09	4,049,821	11/1/11	Fairchild Publishing, LLC
WWDBLAST	85/173269	11/10/10	3,961,931	5/17/11	Fairchild Publishing, LLC
FAIRCHILD FASHION MEDIA	85/334810	6/1/11	4,113,143	3/13/12	Fairchild Publishing, LLC
M	85/655200	6/19/12	4,401,324	9/10/13	Fairchild Publishing, LLC
WWD	85/690011	7/30/12	4,301,413	3/12/13	Fairchild Publishing, LLC
WWD BEUTYINC	85/888200	3/27/13	4,480,149	2/11/14	Fairchild Publishing, LLC