

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM491584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PENSKE BUSINESS MEDIA, LLC		09/25/2018	Limited Liability Company:
DEADLINE HOLLYWOOD, LLC		09/25/2018	Limited Liability Company:
FAIRCHILD PUBLISHING, LLC		09/25/2018	Limited Liability Company:
GOLD DERBY MEDIA, LLC		09/25/2018	Limited Liability Company:
INDIEWIRE MEDIA, LLC		09/25/2018	Limited Liability Company:
ROLLING STONE MEDIA, LLC		09/25/2018	Limited Liability Company:
SOURCING JOURNAL MEDIA, LLC		09/25/2018	Limited Liability Company:
SPORTICO, LLC		09/25/2018	Limited Liability Company:
VARIETY MEDIA, LLC		09/25/2018	Limited Liability Company:
WENNER MEDIA LLC		09/25/2018	Limited Liability Company:
WM HOLDINGS LLC		09/25/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, National Association		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>Internal Address:</b>	Suite IL 1-0480		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 67</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87699817	DNR	
<b>Serial Number:</b>	74430142	EYE	
<b>Serial Number:</b>	85334810	FAIRCHILD FASHION MEDIA	
<b>Serial Number:</b>	87127491	FAIRCHILD LIVE MEDIA	
<b>Serial Number:</b>	85178821	FASHINVEST	

CH \$1690.00 87699817

Property Type	Number	Word Mark
Serial Number:	87472678	FASHINVEST WHERE FASHION MEETS FINANCE
Serial Number:	74243279	FN
Serial Number:	74490868	FNS
Serial Number:	71618158	FOOTWEAR NEWS
Serial Number:	73538635	KEEPING TRACK
Serial Number:	73435689	M
Serial Number:	85655200	M
Serial Number:	77857534	MEN'S WEEK
Serial Number:	73235076	MENSWEAR
Serial Number:	72375202	WWD
Serial Number:	85690011	WWD
Serial Number:	74383876	WWD
Serial Number:	76205178	WWD
Serial Number:	85888200	WWD BEAUTYINC
Serial Number:	76204228	WWD.COM
Serial Number:	78123709	GOLD DERBY
Serial Number:	85397524	TV DERBY
Serial Number:	85811324	CRITICWIRE
Serial Number:	87147390	I AM INDIE
Serial Number:	85260483	INDIEWIRE
Serial Number:	87436524	CONSIDER THIS
Serial Number:	87222361	AWARDSLINE
Serial Number:	85152207	DEADLINE
Serial Number:	85152206	DEADLINE
Serial Number:	77820514	DEADLINE
Serial Number:	87451610	DEADLINE DISRUPTORS
Serial Number:	87449538	THE CONTENDERS
Serial Number:	87688898	BEAUTYVEST
Serial Number:	87688873	RETAILVEST
Serial Number:	86567305	RIVET
Serial Number:	86567260	SOURCING JOURNAL
Serial Number:	86567292	VAMP
Serial Number:	87281625	SPORTICO
Serial Number:	87281818	SPORTICO LIVE MEDIA
Serial Number:	87569869	ACTORS ON ACTORS
Serial Number:	85423581	CREATIVE LEADERSHIP AWARD
Serial Number:	74065444	DAILY VARIETY
Serial Number:	85447911	FLIXTRACKER

Property Type	Number	Word Mark
Serial Number:	87449626	MASSIVE THE ENTERTAINMENT MARKETING SUMM
Serial Number:	87797439	POWER OF WOMEN
Serial Number:	87451538	POWER OF YOUNG HOLLYWOOD
Serial Number:	77433293	POWER OF YOUTH
Serial Number:	87450082	TUNE IN! VARIETY TV SUMMIT
Serial Number:	85349116	TVTRACKER.COM
Serial Number:	85348976	TVTRACKER.COM
Serial Number:	77198714	V
Serial Number:	75404877	VARIETY
Serial Number:	73519633	VARIETY
Serial Number:	75402891	VARIETY
Serial Number:	85456536	VARIETY ARABIA
Serial Number:	85507137	VARIETY ENTERTAINMENT & TECHNOLOGY SUMMI
Serial Number:	87127385	VARIETY LIVE MEDIA
Serial Number:	87797491	VARIETY POWER OF WOMEN
Serial Number:	77433272	VARIETY POWER OF YOUTH
Serial Number:	87451289	VARIETY PRESS PLAY: VARIETY HOME ENTERTA
Serial Number:	85451931	VARIETY SCREENING SERIES
Serial Number:	75464542	VARIETY.COM
Serial Number:	77549287	VARIETY 411
Serial Number:	87127358	VARIETY500
Serial Number:	78609964	V LIFE
Serial Number:	78930709	VPAGE
Serial Number:	74409891	W WENNER MEDIA

#### CORRESPONDENCE DATA

**Fax Number:**

*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:** 3127018637

**Email:** IPDocket@mayerbrown.com

**Correspondent Name:** William R. Siegel, Mayer Brown LLP

**Address Line 1:** P.O. Box 2828

**Address Line 4:** Chicago, ILLINOIS 60690-2828

<b>ATTORNEY DOCKET NUMBER:</b>	16530910
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	09/26/2018

**Total Attachments: 9**

source=JPM\_Penske - Trademark Security Agreement [Executed]#page1.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page2.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page3.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page4.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page5.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page6.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page7.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page8.tif  
source=JPM\_Penske - Trademark Security Agreement [Executed]#page9.tif

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of September 25, 2018, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and JPMorgan Chase Bank, National Association., in its capacity as Administrative Agent (the "Administrative Agent") for the Secured Parties as defined in the Credit Agreement described below.

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of September 25, 2018 (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), by and among Penske Business Media, LLC, a Delaware limited liability company (the "Borrower"), the Loan Parties party thereto, certain financial institutions party thereto (each a "Lender", and collectively, the "Lenders") and the Administrative Agent, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Borrower;

WHEREAS, in order to induce Administrative Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired or arising in favor of such Grantor (collectively, the "Trademark Collateral");

(a) all of its Trademarks now or hereafter acquired or arising and registered and Trademarks licensed under any Licenses, to the extent permitted by such Licenses, to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed under any License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or service marks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event in the next compliance certificate required to be delivered under the Credit Agreement) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement constitutes the entire contract among the parties

relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns.


8. **TERMINATION.** This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full in cash (or with respect to any outstanding Letters of Credit, a cash deposit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

[remainder of page intentionally left blank]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**


**PENSKE BUSINESS MEDIA, LLC**

By:   
Name: George Grobar  
Title: Chief Operating Officer


**DEADLINE HOLLYWOOD, LLC**

By:   
Name: George Grobar  
Title: Chief Operating Officer

**FAIRCHILD PUBLISHING, LLC**

By:   
Name: George Grobar  
Title: Chief Operating Officer

**GOLD DERBY MEDIA, LLC**

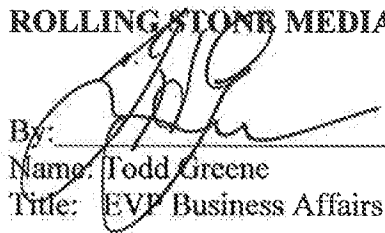
By:   
Name: George Grobar  
Title: Chief Operating Officer

**INDIEWIRE MEDIA, LLC**

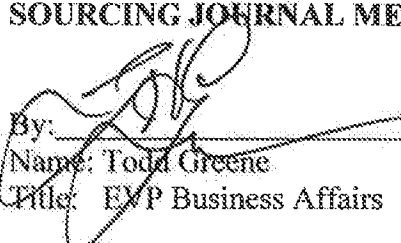
By:   
Name: George Grobar  
Title: Chief Operating Officer



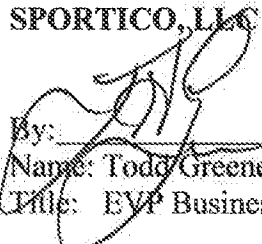
**ROLLING STONE MEDIA, LLC**

By:   
Name: Todd Greene  
Title: EVP Business Affairs

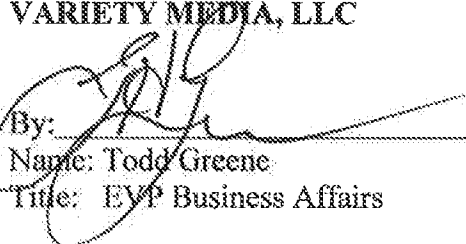
**SOURCING JOURNAL MEDIA, LLC**

By:   
Name: Todd Greene  
Title: EVP Business Affairs

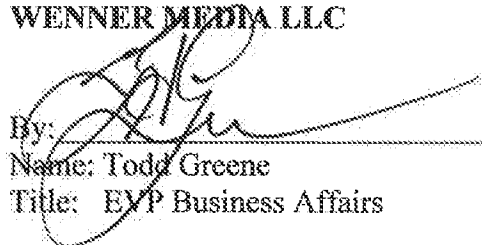
**SPORTICO, LLC**

By:   
Name: Todd Greene  
Title: EVP Business Affairs

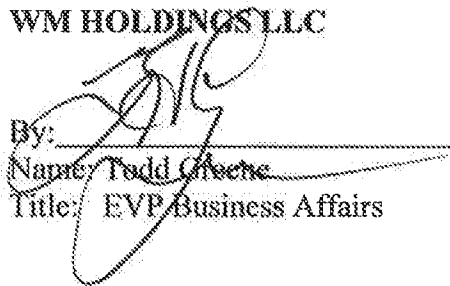
**VARIETY MEDIA, LLC**

By:   
Name: Todd Greene  
Title: EVP Business Affairs

**WENNER MEDIA LLC**

By:   
Name: Todd Greene  
Title: EVP Business Affairs

**WM HOLDINGS LLC**

By:   
Name: Todd Greene  
Title: EVP Business Affairs

**ACKNOWLEDGED AND  
AGREED:**

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: 

Name: Carlos E. Herrera

Title: Executive Director

*Signature Page to Trademark Security Agreement*

**TRADEMARK  
REEL: 006445 FRAME: 0192**

## SCHEDULE I

to

### TRADEMARK SECURITY AGREEMENT

MARK	Grantor	SERIAL NO.	REG. NO.	STATUS
DNR	Fairchild Publishing, LLC	87699817		Pending
EYE	Fairchild Publishing, LLC	74430142	1847691	Registered
FAIRCHILD FASHION MEDIA	Fairchild Publishing, LLC	85334810	4113143	Registered
FAIRCHILD LIVE MEDIA	Fairchild Publishing, LLC	87127491	5459729	Registered
FASHINVEST	Fairchild Publishing, LLC	85178821	4069700	Registered
FASHINVEST WHERE FASHION MEETS FINANCE	Fairchild Publishing, LLC	87472678	5369350	Registered
FN	Fairchild Publishing, LLC	74243279	1718112	Registered
FNS	Fairchild Publishing, LLC	74490868	1915619	Registered
FOOTWEAR NEWS	Fairchild Publishing, LLC	71618158	561615	Registered
KEEPING TRACK	Fairchild Publishing, LLC	73538635	1373759	Registered
M	Fairchild Publishing, LLC	73435689	1304986	Registered
M (Design)	Fairchild Publishing, LLC	85655200	4401324	Registered
MEN'S WEEK	Fairchild Publishing, LLC	77857534	4049821	Registered
MENSWEAR	Fairchild Publishing, LLC	73235076	1175097	Registered
WWD	Fairchild Publishing, LLC	72375202	913731	Registered
WWD	Fairchild Publishing, LLC	85690011	4301413	Registered
WWD	Fairchild Publishing, LLC	74383876	1822709	Registered
WWD	Fairchild Publishing, LLC	76205178	2867136	Registered
WWD BEAUTYINC	Fairchild Publishing, LLC	85888200	4480149	Registered
WWD.COM	Fairchild Publishing, LLC	76204228	2867134	Registered
GOLD DERBY	Gold Derby Media, LLC	78123709	2887483	Registered
TV DERBY	Gold Derby Media, LLC	85397524	4156950	Registered

MARK	Grantor	SERIAL NO.	REG. NO.	STATUS
CRITICWIRE	Indiewire Media, LLC	85811324	4391390	Registered
I AM INDIE	Indiewire Media, LLC	87147390	5247749	Registered
INDEWIREE	Indiewire Media, LLC	85260483	4038224	Registered
CONSIDER THIS	Indiewire Media, LLC	87436524	allowed	Pending
AWARDSLINE	Penske Business Media, LLC	87222361	5218214	Pending
DEADLINE	Penske Business Media, LLC	85152207	4206606	Registered
DEADLINE	Penske Business Media, LLC	85152206	4206605	Registered
DEADLINE	Penske Business Media, LLC	77820514	3971254	Registered
DEADLINE DISRUPTORS	Penske Business Media, LLC	87451610		Pending
THE CONTENTERS	Penske Business Media, LLC	87449538	5350559	Registered
BEAUTYVEST	Sourcing Journal Media, LLC	87688898		Pending
RETAILVEST	Sourcing Journal Media, LLC	87688873		Pending
RIVET	Sourcing Journal Media, LLC	86567305	4844874	Registered
SOURCING JOURNAL	Sourcing Journal Media, LLC	86567260	4869785	Registered
VAMP	Sourcing Journal Media, LLC	86567292	4884486	Registered
SPORTICO	Sportico, LLC	87281625		Pending
SPORTICO LIVE MEDIA	Sportico, LLC	87281818		Pending
ACTORS ON ACTORS	Variety Media, LLC	87569869		Pending
CREATIVE LEADERSHIP AWARD	Variety Media, LLC	85423581	4200263	Registered
DAILY VARIETY (stylized)	Variety Media, LLC	74065444	1640471	Registered
FLIXTRACKER	Variety Media, LLC	85447911	4207999	Registered
MASSIVE THE ENTERTAINMENT MARKETING SUMMIT	Variety Media, LLC	87449626	5364021	Registered
POWER OF WOMEN	Variety Media, LLC	87797439		Pending
POWER OF YOUNG HOLLYWOOD	Variety Media, LLC	87451538		Pending
POWER OF YOUTH	Variety Media, LLC	77433293	3563557	Registered
TUNE IN! VARIETY TV SUMMIT	Variety Media, LLC	87450082	5364047	Registered
TVTRACKER.COM	Variety Media, LLC	85349116	4196861	Registered
TVTRACKER.COM and Design	Variety Media, LLC	85348976	4196859	Registered
V (stylized)	Variety Media, LLC	77198714	3886598	Registered
VARIETY	Variety Media, LLC	75404877	2417890	Registered

MARK	Grantor	SERIAL NO.	REG. NO.	STATUS
VARIETY (stylized)	Variety Media, LLC	73519633	1350618	Registered
VARIETY (stylized)	Variety Media, LLC	75402891	2476922	Registered
VARIETY ARABIA	Variety Media, LLC	85456536	4154172	Registered
VARIETY ENTERTAINMENT & TECHNOLOGY SUMMIT	Variety Media, LLC	85507137	4175700	Registered
VARIETY LIVE MEDIA	Variety Media, LLC	87127385	5330801	Registered
VARIETY POWER OF WOMEN	Variety Media, LLC	87797491		Pending
VARIETY POWER OF YOUTH	Variety Media, LLC	77433272	3560089	Registered
VARIETY PRESS PLAY: VARIETY HOME ENTERTAINMENT AND DIGITAL HALL OF FAME	Variety Media, LLC	87451289	5364126	Registered
VARIETY SCREENING SERIES and Design	Variety Media, LLC	85451931	4146712	Registered
VARIETY.COM	Variety Media, LLC	75464542	2251363	Registered
VARIETY 411	Variety Media, LLC	77549287	3711045	Registered
VARIETY500	Variety Media, LLC	87127358	5325117	Registered
V LIFE	Variety Media, LLC	78609964	3472234	Registered
V PAGE	Variety Media, LLC	78930709	3335083	Registered
W WENNER MEDIA	Wenner Media LLC	74409891	2057669	Registered