

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 2

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PRISM BUSINESS MEDIA INC.	FORMERLY successor by merger to PBI Media, Inc. and formerly known as PRIMEDIA Business Magazines & Media Inc.	07/17/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE
<b>Street Address:</b>	ELEVEN MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	SWISS BANK:

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2865114	FLEETSEEK
Registration Number:	2862482	FLEETSEEK

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-848-4455  
 Email: jlik@shearman.com  
 Correspondent Name: Virginia Boyd  
 Address Line 1: 599 Lexington Avenue  
 Address Line 2: Shearman & Sterling LLP  
 Address Line 4: New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	2962-12657
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NAME OF SUBMITTER:	Virginia Boyd
Signature:	/VIRGINIA BOYD/
Date:	07/26/2006
<b>Total Attachments: 7</b> source=1st lien IPSA Supp #2#page1.tif source=1st lien IPSA Supp #2#page2.tif source=1st lien IPSA Supp #2#page3.tif source=1st lien IPSA Supp #2#page4.tif source=1st lien IPSA Supp #2#page5.tif source=1st lien IPSA Supp #2#page6.tif source=1st lien IPSA Supp #2#page7.tif	

**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT  
NO. 2**

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT NO. 2 (this "IP Security Agreement Supplement") dated July 17, 2006, is made by Prism Business Media Inc. (successor by merger to PBI Media, Inc. and formerly known as PRIMEDIA Business Magazines & Media Inc.) (the "Grantor") in favor of Credit Suisse, as administrative agent (in such capacity, the "Administrative Agent"), for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PBI Media Inc. ("PBI"), a Delaware corporation, has entered into a First Lien Credit Agreement dated as of September 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent, the other agents party thereto and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Swap Agreements by the Persons party thereto from time to time, PBI has executed and delivered that certain First Lien Collateral Agreement dated September 30, 2005 made by PBI and PBI Media Holdings Inc. to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement").

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the Grantor has executed and delivered to the Administrative Agent that certain First Lien Assumption Agreement dated as of September 30, 2005 made by the Grantor and PBI in favor of the Lenders and the Administrative Agent and has thereby assumed all of the obligations of PBI under the Credit Agreement and the Collateral Agreement.

WHEREAS, the Grantor was duly merged with and into PBI on September 30, 2005 with the Grantor continuing as the surviving company.

WHEREAS, under the terms of the Collateral Agreement, the Grantor (as successor in interest to PBI) has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed under the Credit Agreement to, and has entered into, for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, that certain First Lien Intellectual Property Security Agreement dated October 27, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S.

Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "Additional Collateral"):

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable

or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

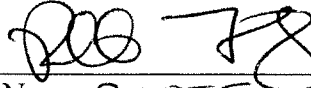
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PRISM BUSINESS MEDIA INC.

By   
Name: ROBERT FEINBERG  
Title: GENERAL COUNSEL

Address for Notices:

249 West 17<sup>th</sup> Street  
New York, NY 10001  
Attention: General Counsel  
Fax: (212) 204-4292

S c h e d u l A

P a t e n t s

N o n e .

**Schedule B****Trademarks**

<b>Trademark</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Status</b>
Fleet Seek	2865114 2004-07-20	78263677 2003-06-18	Registered
Fleet Seek and design	2862482 2004-07-13	78127494 2002-05-09	Registered



**Schedule C**

**Copyrights**

None.