

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Ty
Enterprise Media Group, Inc.		07/31/2007	CORPORATION: DEL

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation (as Second Lien Agent)
Street Address:	2325 Lakeview Parkway, Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2633134	BASELINE
Registration Number:	2735981	BASELINE
Registration Number:	3090989	BASELINE BIS
Registration Number:	2652911	7214589256435864948723149827149123847285432742396842319843212384780128329464856458
Registration Number:	2686531	CIO INSIGHT
Registration Number:	2495787	EWEEK
Registration Number:	2569421	EWEEK
Registration Number:	2088803	IMPACT AWARDS

**OP \$415.00 2633134**

Registration Number:	2694629	IT INSIDER SERIES
Registration Number:	1651457	PUBLISH
Registration Number:	2828169	PUBLISH.COM
Registration Number:	2553485	SPENCER F. KATT
Registration Number:	2467296	SPENCER F. KATT: RUMOR CENTRAL
Registration Number:	2630233	INTERACTIVE WEEK
Registration Number:	2569106	SMART PARTNER
Registration Number:	2215908	SM@RT RESELLER

**CORRESPONDENCE DATA**

Fax Number: (404)888-4190  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-888-4284  
Email: tramstrom@hunton.com  
Correspondent Name: Todd Ramstrom  
Address Line 1: 600 Peachtree Street, NE Ste. 4100  
Address Line 2: Hunton & Williams  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Greta T. Griffith, Esq.
Signature:	/Greta T. Griffith, Esq./
Date:	10/24/2007

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2007, is made by ENTERPRISE MEDIA GROUP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders (together with any successor or assign in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to Borrowers;

WHEREAS, Agent and Lenders are willing to make Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Lien Borrowers' 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, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms of the Security Agreement, Grantor hereby grants to Agent, on behalf of itself and for the ratable benefit of the Lenders, a continuing security interest (such security interest to be second in priority only to the Liens created under or relating to the First Lien Documents) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement and subject to the provisions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained herein or in any other Loan Document, this Agreement shall at all times be subject to the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

ENTERPRISE MEDIA GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF NY )  
 )  
COUNTY OF NY ) ss.

On this 18 day of July, 2007 before me personally appeared Lawrence Harder, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ENTERPRISE MEDIA GROUP, INC., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was authorized by and signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.

LAUREN BONETT  
Notary Public, State of New York  
Registration # 01B06141342  
Qualified in Queens County  
Commission Expires February 21, 2010

Lauren Bonett  
\_\_\_\_\_  
Notary Public

{seal}

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Name: Ellen D. Weaver  
Title: Duly Authorized Signatory



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS:**

<b>Trademark</b>	<b>Country Name</b>	<b>Registration Date</b>	<b>Registration Number</b>
BASELINE	USA	11/08/02	2633134
BASELINE & Design	USA	07/15/03	2735981
BASELINE BIS	USA	05/09/06	3090989
BASELINE SIGNATURE LINE (DESIGN ONLY)	USA	11/19/02	2652911
CIO INSIGHT	USA	02/11/03	2686531
EWEEK	USA	10/09/01	2495787
EWEEK (STYLIZED)	USA	05/14/02	2569421
IMPACT AWARDS	USA	08/19/97	2088803
IT INSIDER SERIES	USA	03/11/03	2694629
PUBLISH LOGO	USA	07/23/91	1651457
PUBLISH.COM	USA	03/30/04	2828169
SPENCER F. KATT	USA	03/26/02	2553485
SPENCER F. KATT: RUMOR CENTRAL	USA	07/10/01	2467296
INTERACTIVE WEEK	USA	10/06/02	2630233
SMART PARTNER	USA	05/14/02	2569106
SM@RT RESELLER	USA	01/05/99	2215908

**TRADEMARK APPLICATIONS:**

None.

**TRADEMARK LICENSES:**

1. License Agreement, effective January 1, 2007, by and between Ziff Davis Media Inc. and A.R. Information and Publication Co., Ltd.
2. License Agreement, dated September 25, 2000, by and between Helsinki Media Company Oy and Ziff Davis Publishing Holdings Inc., as assigned by Helsinki Media Company Oy to Sanoma Magazines Finland Corporation, and subsequently assigned by Sanoma Magazines Finland Corporation to Startel Oy.
3. License Agreement, dated January 1, 2005, by and between Ziff Davis Media Inc. and Kunzer Ediciones, S.L.

4. License Agreement, dated December 13, 2005, by and between Ziff Davis Media Inc. and ZAO SK Press.
5. Syndication Agreement, dated March 15, 2007, by and between Ziff Davis Media Inc. and ITmedia Inc.
6. Print Syndication Agreement, dated August 1, 2006, by and between Ziff Davis Media Inc. and VNU Business Publications.
7. License Agreement, dated January 1, 2007, by and between Ziff Davis Media Inc. and BnI Media.
8. License Agreement, dated November 20, 2006, by and between Ziff Davis Media Group Inc. and SEEC/Ziff Davis Media Group (China) Ltd.
9. Contractor Services Agreement, effective April 9, 2007, by and between Unisys Corporation and Ziff Davis Media Inc.