

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 Type
Active Interest Media, Inc.		03/15/2006	CORPORATION: DELAWARE
Cruz Bay Holdings, Inc.		03/15/2006	CORPORATION: DELAWARE
Cruz Bay Publishing, Inc.		03/15/2006	CORPORATION: DELAWARE
Black Belt Communications, Inc.		03/15/2006	CORPORATION: VIRGINIA
Garlinghouse, LLC		03/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
Vegetarian Times, LLC		03/15/2006	LIMITED LIABILITY COMPANY: DELAWARE
Yachting Promotions-Gulf, Inc.		03/15/2006	CORPORATION: FLORIDA
Yachting Promotions, Inc.		03/15/2006	CORPORATION: FLORIDA
Southern Convention Services, Inc.		03/15/2006	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc.
Street Address:	500 Boylston Street, Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	78337305	ACTIVE INTEREST MEDIA
Serial Number:	78337274	ACTIVE INTEREST MEDIA
Serial Number:	78586933	AIM ACTIVE INTEREST MEDIA
Serial Number:	78586917	AIM
Serial Number:	78617898	BUILDING SYSTEMS
Serial Number:	75512851	BUILDING SYSTEMS MAGAZINE

TRADEMARK

REEL: 003283 FRAME: 0650

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CH \$815.00 78337305

Serial Number:	74110742	LOG HOME LIVING
Serial Number:	74110743	LOG HOME LIVING
Serial Number:	76350441	TIMBER FRAME HOMES
Serial Number:	78617879	TIMBER HOME LIVING
Serial Number:	76273935	ART SOURCE
Serial Number:	76262591	LIVING WEST
Serial Number:	76404590	LIVING WEST
Serial Number:	73438768	SOUTHWEST ART
Serial Number:	73442632	SOUTHWEST ART
Serial Number:	76273708	SOUTHWEST ART'S ART SOURCE
Serial Number:	75070141	BETTER NUTRITION
Serial Number:	76403881	BETTER NUTRITION NATURAL SOLUTIONS FOR HEALTHY LIVING
Serial Number:	75429647	NATURALLY THE RIGHT CHOICE
Serial Number:	75325883	BLACK BELT
Serial Number:	78534760	THE BLACK BELT HALL OF FAME
Serial Number:	75512833	BUILDING SYSTEMS
Serial Number:	74392385	VEGETARIAN TIMES
Serial Number:	75425369	VEGETARIAN TIMES
Serial Number:	73710473	VEGETARIAN TIMES
Serial Number:	76389754	VT VEGETARIAN TIMES
Serial Number:	76389752	VT VEGETARIAN TIMES
Serial Number:	76262590	HEALTHY LIFESTYLES
Serial Number:	75425375	VV THE VIRTUAL VEGETARIAN
Serial Number:	75449873	LOW FAT & FAST
Serial Number:	75237186	NATURAL REMEDIES
Serial Number:	75817030	THE BOAT & YACHT SHOW AT THE ATLANTIC CITY CONVENTION CENTER

CORRESPONDENCE DATA

Fax Number: (617)316-8263

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617.239.0632

Email: agrandy@eapdlaw.com

Correspondent Name: Adam M. Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

240042-15

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

04/06/2006

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 15, 2006, between each of the undersigned (each, a "Grantor"), and NewStar Financial, Inc., acting in the capacity as administrative agent for the benefit of itself and the other Secured Parties (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of March 15, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cruz Bay Publishing, Inc. (the "Borrower"), the guarantors party thereto (the "Guarantors", and collectively with the Borrower, the Credit Parties), the Lenders party thereto, the Administrative Agent, CapitalSource Finance LLC, as syndication agent, and NewStar Financial, Inc., and CapitalSource Finance LLC, as joint lead arrangers, the Administrative Agent, the LC Issuer and the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS pursuant to the Security Agreement, dated as of March 15, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantors and Administrative Agent, each Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.


This Agreement may be executed in 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 agreement.

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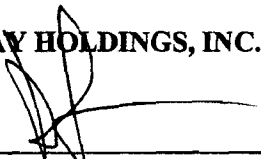
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

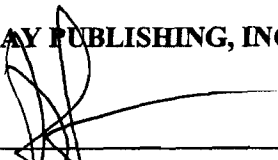
ACTIVE INTEREST MEDIA, INC.

By: 
Name: Brian Sellstrom
Title: Senior Vice President

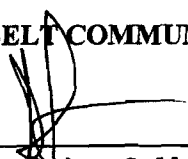
CRUZ BAY HOLDINGS, INC.

By: 
Name: Brian Sellstrom
Title: Senior Vice President

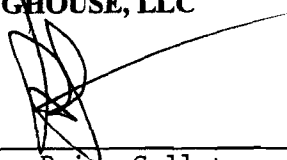
CRUZ BAY PUBLISHING, INC.

By: 
Name: Brian Sellstrom
Title: Senior Vice President

BLACK BELT COMMUNICATIONS, INC.

By: 
Name: Brian Sellstrom
Title: Senior Vice President

GARLINGHOUSE, LLC

By: 
Name: Brian Sellstrom
Title: Senior Vice President

[Trademark Security Agreement Signature Page]

VEGETARIAN TIMES, LLC

By: 

Name: Brian Sellstrom

Title: Senior Vice President

YACHTING PROMOTIONS GULF, INC.

By: 

Name: Brian Sellstrom

Title: Senior Vice President

YACHTING PROMOTIONS, INC.

By: 

Name: Brian Sellstrom

Title: Senior Vice President

SOUTHERN CONVENTION SERVICES, INC.

By: 

Name: Brian Sellstrom

Title: Senior Vice President

[Trademark Security Agreement Signature Page]

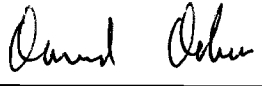
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TRADEMARK
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ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By: 

Name: David R. Dobies

Title: Managing Director

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

ACTIVE INTEREST MEDIA, INC.
MARKS SORTED BY COUNTRY

UNITED STATES

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
ACTIVE INTEREST MEDIA	78/337,305	05DE2003	3,030,275	13DE2005	27932-0001C	IN 35	ORGANIZING AND CONDUCTING TRADE AND CONSUMER SHOWS AND OTHER SIMILAR EVENTS IN THE FIELDS OF SPORTS, HOBBIES, ARTS, CRAFTS, AND LEISURE TIME ACTIVITIES; BUSINESS MARKETING SERVICES FOR OTHERS IN THE FIELDS OF SPORTS, HOBBIES, ARTS, CRAFTS, AND LEISURE TIME ACTIVITIES.
ACTIVE INTEREST MEDIA	78/337,274	05DE2003			27932-0001F	IN 16	PUBLICATIONS, NAMELY, PERIODICALS, VIDEOS, AND BOOKS IN THE FIELDS OF SPORTS, HOBBIES, CRAFTS, AND LEISURE TIME ACTIVITIES.
						IN 41	PROVIDING ONLINE DOWNLOADABLE PUBLICATIONS, NAMELY PERIODICALS, NEWSLETTERS, BOOKS AND MAGAZINES IN THE FIELD OF SPORTS, HOBBIES, CRAFTS, AND LEISURE TIME ACTIVITIES.
						IN 9	PRE-RECORDED VIDEO TAPES, VIDEO CD-ROMS, AND VIDEO DVDS IN THE FIELDS OF SPORTS, HOBBIES, CRAFTS, AND LEISURE TIME ACTIVITIES.
AIM ACTIVE INTEREST MEDIA LOGO	78/586,933	14MR2005			27932-0001H	IN 16	PUBLICATIONS, NAMELY, PERIODICALS IN THE FIELDS OF SPORTS, HOBBIES, CRAFTS, BUILDING, NUTRITION, HEALTH AND LEISURE TIME ACTIVITIES.

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
AIM LOGO	78/586,917	14MR2005			27932-0001G	IN 16	PUBLICATIONS, NAMELY, PERIODICALS IN THE FIELDS OF SPORTS, HOBBIES, CRAFTS, BUILDING, NUTRITION, HEALTH AND LEISURE TIME ACTIVITIES.

CRUZ BAY PUBLISHING, INC.
MARKS SORTED BY COUNTRY

UNITED STATES

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
BUILDING SYSTEMS Section 2(f)	78/617,898	27AP2005			27932-00039	IN 16	MAGAZINES IN THE FIELD OF LOG, MODULAR, AND PANEL HOME DESIGN, CONSTRUCTION, AND DECORATION
	75/512,851	30JE1998	2,252,200	8JE1999	27932-00035	IN 16	MAGAZINES COVERING THE SYSTEMS-BUILT HOUSING INDUSTRY
BUILDING SYSTEMS MAGAZINE Supplemental Register	74/110,742	30OC1990	1,666,700	03DE1991	27932-0037	IN 16	MAGAZINE ABOUT HOME DESIGN, CONSTRUCTION, AND INTERIOR DESIGN, A BUYER'S GUIDE ABOUT HOME DESIGN.
LOG HOME LIVING	74/110,743	30OC1990	1,665,286	19NO1991	27932-0036	IN 41	EDUCATIONAL SERVICES; NAMELY, CONDUCTING SEMINARS IN THE FIELD OF HOME DESIGN, CONSTRUCTION AND FINANCE.
LOG HOME LIVING	76/350,441	20DE2001	2,673,419	07JA2003	27932-0033	IN 16	PUBLICATIONS, NAMELY, PERIODICALS, VIDEOS, AND BOOKS IN THE FIELDS OF SPORTS, HOBBIES, CRAFTS, AND LEISURE TIME ACTIVITIES.
TIMBER FRAME HOMES	78/617,879	27AP2005			27932-00040	IN 16	MAGAZINES IN THE FIELD OF HOME DESIGN, CONSTRUCTION AND INTERIOR DESIGN
ART SOURCE	76/273,935	19JE2001	2,634,637	15OC2002	27932-0019	IN 16	ANNUAL TRAVEL GUIDE IN THE FIELD OF ARTWORK OF THE SOUTHWEST.
LIVING WEST	76/262,591	25MY2001	2,626,504	24SE2002	27932-0023	IN 16	CONSUMER ORIENTED WESTERN LIFESTYLE MAGAZINE.
LIVING WEST (LOGO)	76/404,590	06MY2002	2,755,462	26AU2003	27932-0025	IN 16	CONSUMER ORIENTED WESTERN LIFESTYLE MAGAZINE.
SOUTHWEST ART	73/438,768	11AU1983	1,305,863	20NO1984	27932-0010	IN 16	MONTHLY MAGAZINE

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
SOUTHWEST ART (LOGO)	73/442,632	06SE1983	1,305,865	20NO1984	27932-0009	IN 16	MONTHLY MAGAZINE.
SOUTHWEST ART'S ART SOURCE	76/273,708	19JE2001	2,634,636	15OC2002	27932-0029	IN 16	ANNUAL TRAVEL GUIDE IN THE FIELD OF ARTWORK OF THE SOUTHWEST.
BETTER NUTRITION	75/070,141	11MR1996	2,102,728	07OC1997	27932-0020	IN 16	MAGAZINE DEALING WITH NUTRITION AND HEALTH.
BETTER NATURAL SOLUTIONS ETC.	76/403,881	06MY2002	2,774,760	21OC2003	27932-0021	IN 16	MAGAZINE DEALING WITH NUTRITION AND HEALTH.
NATURALLY THE RIGHT CHOICE	75/429,647	05FE1998	2,228,410	02MA1999	27932-	IN 16	MAGAZINE ABOUT NUTRITION (No longer in use)
BLACK BELT	75/325,883	17JL1997	2,157,017	12MY1998	27932-0022	IN 16	PRINTED MATTER AND PERIODICALS, NAMELY, MAGAZINES RELATING TO SELF DEFENSE.
THE BLACK BELT HALL OF FAME	78/534,760	17DE2004			27932-0007	IN 41	ENTERTAINMENT SERVICES, NAMELY, CEREMONIAL RECOGNITION HONORING PEOPLE WHO HAVE MADE SIGNIFICANT CONTRIBUTIONS AND ACHIEVEMENTS IN THE FIELD OF MARTIAL ARTS.

HOME BUYER PUBLICATIONS, INC.
MARKS SORTED BY COUNTRY

UNITED STATES

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
BUILDING SYSTEMS Supplemental Register	75/512,833	30JIE1998	2,252,199	8JIE1999	27932-00034	IN 16	MAGAZINES COVERING THE SYSTEMS- BUILT HOUSING INDUSTRY

HOME BUYER PUBLICATIONS, INC.—In Process to Transfer to Cruz Bay Publications, Inc.
MARKS SORTED BY COUNTRY

CANADA

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
LOG HOME LIVING	1,177,144	02MY2003			27932-0038	IN	MAGAZINE ABOUT HOME DESIGN, CONSTRUCTION, AND INTERIOR DESIGN; A BUYER'S GUIDE ABOUT HOME DESIGN, CONSTRUCTION AND INTERIOR DESIGN, AND A CATALOG ABOUT HOME DESIGN, CONSTRUCTION AND INTERIOR DESIGN..

**VEGETARIAN TIMES, LLC
MARKS SORTED BY COUNTRY**

UNITED STATES

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
VEGETARIAN TIMES	74/392,385	13MY1993	1,849,276	09AU1994	27932-0032	IN 16	RECIPE CARDS.
VEGETARIAN TIMES	75/425,369	29JA1998	2,268,499	10AU1999	27932-0008	IN 16	CALENDARS; BOOKS IN THE FIELDS COOKING, FOOD, HERBS, ALTERNATIVE MEDICINE AND TOPICS OF CONCERN FOR VEGETARIANS.
VEGETARIAN TIMES	73/710,473	10FE1988	1,526,829	28FE1989	27932-00028	IN 16	MAGAZINES
VT VEGETARIAN TIMES	76/389,754	02AP2002	2,848,364	01JE2004	27932-0027	IN 16	RECIPE CARDS.
VT VEGETARIAN TIMES LOGO	76/389,752	02AP2002	2,845,710	25MY2004	27932-0031	IN 16	MAGAZINES FEATURING THE FIELDS OF COOKING, FOOD, HERBS, ALTERNATIVE MEDICINE, AND TOPICS OF CONCERN FOR VEGETARIANS.
HEALTHY LIFESTYLES	76/262,590	25MY2001	2,619,142	10SE2002	27932-0024	IN 16	QUARTERLY MAGAZINE DIRECTED TO THE FIELDS OF COOKING, FITNESS AND HEALTH, AND TOPICS OF CONCERN FOR VEGETARIANS.
VV THE VIRTUAL VEGETARIAN and Design	75/425,375	29JA1998	2,268,500	10AU1999	27932-	IN 02	INFORMATION SERVICES, NAMELY PROVIDING AN ONLINE MAGAZINE VIA A GLOBAL COMPUTER NETWORK IN THE FIELDS OF COOKING, FOOD, HERBS, ALTERNATIVE MEDICINE AND TOPICS OF CONCERN FOR VEGETARIANS (Not in use)
LOW FAT & FAST	75/449,873	13MA1998	2,280,852	28SE1999	27932-	IN 16	MAGAZINES IN THE FIELD OF COOKING, FITNESS AND HEALTH; SECTION OF A MAGAZINE DIRECTED TO THE FIELD OF COOKING, FITNESS AND HEALTH; SERIES OF BOOKS IN THE FIELD OF COOKING, FITNESS AND HEALTH (Not in use)

NATURAL REMEDIES

75/237,186

06FE1997

2,161,107

10JE2004

27932-

IN 16

MAGAZINE IN THE FIELD OF
ALTERNATIVE MEDICINE
(Not in use)

YACHTING PROMOTIONS, INC.
MARKS SORTED BY COUNTRY

UNITED STATES

MARK	APP NO.	APP DT	REG NO.	REG DT.	DKT NO.	CLASS	GOODS
THE BOAT & YACHT SHOW AT THE ATLANTIC CITY CONVENTION CENTER and Design	75/817,030	07OC1999	2,397,702	24OC2000		IN 35	ARRANGING AND CONDUCTING TRADE SHOWS IN THE FIELD OF BOATS AND YACHTS

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