

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Cruz Bay Publishing, Inc.		05/15/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewStar Financial, Inc., as administrative agent		
<b>Street Address:</b>	500 Boylston Street		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78885627	AMERICAN COWBOY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)316-8263		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6172390632		
<b>Email:</b>	agrandy@eapdlaw.com		
<b>Correspondent Name:</b>	Adam M. Grandy		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Edwards Angell Palmer & Dodge LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	240042-15		
<b>NAME OF SUBMITTER:</b>	Adam M. Grandy		
<b>Signature:</b>	/Adam M. Grandy/		

CH 78885627 \$40.00

Date:

08/30/2006

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 15, 2006, between the undersigned (the "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 Grantor, the other debtors party thereto and Administrative Agent, the 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 if 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 Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the 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**

The 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 the 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 Grantor hereby authorizes and requests 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

CRUZ BAY PUBLISHING, INC.

By: \_\_\_\_\_

Name:


Title:

[Trademark Security Agreement Signature Page in connection with American Cowboy Acquisition]

BOS111 12020780.1

ADMINISTRATIVE AGENT:

NEWSTAR FINANCIAL, INC.

By:   
Name: Jeffrey R. Gibson  
Title: Director

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**A. REGISTERED TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
N/A			

**B. PENDING TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>
Cruz Bay Publishing, Inc.	American Cowboy	Federal	78/885627