

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
Portal Publications, Ltd.		12/11/2006	CORPORATION: DELAWARE
DPG Holdings, Inc.		12/11/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CM Equity Management, L.P.
Street Address:	900 Third Avenue
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78654278	ARTIST'S TOUCH
Serial Number:	78654232	STUDIO ACCENTS
Serial Number:	78654210	ARTBOUNDS
Serial Number:	78654191	FINISHING TOUCHES
Serial Number:	78427009	PORTAL
Serial Number:	78426992	PORTAL
Serial Number:	78167849	MUTTIVATIONS
Serial Number:	76239804	OCCASIONS BY PORTAL
Serial Number:	76124891	IMAGINEX COLLECTION
Serial Number:	75657436	THE SMART CHART
Serial Number:	75413036	SENTIMIENTOS DE PORTAL
Serial Number:	75399455	PORTAL

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Serial Number:	75329747	P O R T A L
Serial Number:	75329746	P O R T A L
Serial Number:	75117925	PORTAL
Serial Number:	75105365	STREAMERS
Serial Number:	75101742	PORTAL
Serial Number:	74191738	WOLFSONG
Serial Number:	73813120	DEVON EDITIONS
Serial Number:	75559958	CUPCAKE
Serial Number:	75329748	
Serial Number:	75399452	PORTAL PADS
Serial Number:	75399514	PORTAL PAPERS

CORRESPONDENCE DATA

Fax Number: (212)698-3599
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-698-3859
Email: thomas.rayski@dechert.com
Correspondent Name: Thomas A. Rayski
Address Line 1: 30 Rockefeller Pl
Address Line 2: Dechert LLP
Address Line 4: New York, NEW YORK 10112

NAME OF SUBMITTER:	Thomas A. Rayski
Signature:	/thomas rayski/
Date:	12/12/2006

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made by Portal Publications, Ltd. a Delaware corporation, and DPG Holdings, Inc., a Delaware corporation (collectively, the "Grantors"), in favor of CM Equity Management, L.P., as agent (referred to herein as the "Grantee").

WHEREAS, Grantors own the registered trademarks and pending trademark registration applications listed on Schedule 1 annexed hereto (the "Trademarks");

WHEREAS, Grantor is obligated to Grantee and the other Secured Parties, as defined in the Second Lien Security Agreement, dated as of December 11, 2006 (the "Security Agreement") among Grantors and the Grantee, for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantors have granted to Grantee a security interest in, and lien on, all right, title and interest of Grantors in and to the Collateral (as defined in the Security Agreement), which includes the Trademarks, all goodwill of Grantors' businesses connected with the use of, and symbolized by, each Trademark, all renewals and extensions thereof, all rights corresponding thereto, and all products and proceeds thereof, including, without limitation, any and all causes of action which may now or hereafter exist by reason of infringement thereof (collectively, the "Trademark Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantors do hereby mortgage and pledge to Grantee, for the benefit of the Secured Parties, and grant to Grantee a security interest in, the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding anything herein to the contrary, this Agreement is subject to the provisions of the Intercreditor Agreement, dated as of the date hereof, between the Grantee and BFI Business Finance and the Amended and Restated Subordination Agreement, dated as of the date hereof, among the Grantors, the Grantee, BFI Business Finance and other parties thereto.

2. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and lien on the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and other Loan Documents (as defined in the Security Agreement), the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

3. Grantors hereby authorize and request the Director of Patents and Trademarks of the U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States of America whose duty it is to register trademarks on applications as aforesaid, to record this Agreement and such other documents and filings that may be submitted by Grantee in connection with this Agreement.

4. At Grantors' expense, Grantors agree to perform all further acts and execute and deliver all further documents and/or instruments which may be reasonably necessary to carry out the provisions of this Agreement, including, without limitation, cooperating fully with Grantee to perfect the security interest in the Trademark Collateral hereunder.

5. Grantors represent, warrant and covenant that:

(a) The Security Agreement and this Agreement create, in favor of Grantee, a valid security interest in the Trademark Collateral, and except for the filing of duly completed and authorized Uniform Commercial Code financing statements pursuant to the Security Agreement and the filing of a duly completed and executed copy of this Agreement with the U.S. Patent and Trademark Office, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required in order to perfect or maintain the perfection and priority of the security interest in the Trademark Collateral granted to Grantee hereunder;

(b) Grantors are now the sole owners of the Trademark Collateral, free and clear of any liens, encumbrances or security interests, other than those that are disclosed in the Security Agreement;

(c) Each of the Trademark is valid and enforceable, and none of the Patent Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Trademark Collateral violates the rights of any third party;

(d) Grantors promptly shall advise Grantee of any material change in the composition of the Trademark Collateral, including without limitation to any subsequent ownership rights of the Grantors in or to any patent rights not specified in this Agreement; and

(e) Grantors shall (i) protect, defend and maintain the validity and enforceability of the Trademark, (ii) use their best efforts to detect infringements of the trademark and promptly advise Grantee in writing of material infringements detected and (iii) not allow any Trademarks to be abandoned, forfeited or dedicated to the public without the written consent of Grantee.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

7. This Agreement 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 instrument. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Grantors and Grantee have caused this Agreement to be duly executed by their officer thereunto duly authorized as of the 11th day of December 2006:


DPG HOLDINGS, INC.

By: [Signature]
Name: William C. Burkhardt
Title: Chairman

PORTAL PUBLICATIONS, LTD.

By: [Signature]
Name: William C. Burkhardt
Title: Chairman

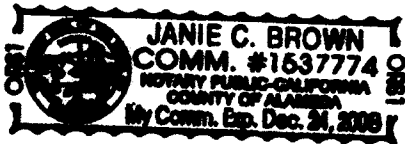
CM EQUITY MANAGEMENT, L.P.

By: 
Name: Joel E. Janko
Title: Managing Member

Signature Page to Trademark Security Agreement

STATE OF California
COUNTY OF Maricopa 'ss.:

On this 6 day of December, 2016 before me personally came William C. Porter who to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CHAIRMAN of Porta1/DPG, a Corporation, and that s/he executed the foregoing instrument in the firm name of Porta1/DPG, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Janie C. Brown

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Serial Number</u>
ARTIST'S TOUCH	78654278
STUDIO ACCENTS	78654232
ARTBOUNDS	78654210
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FLOWER DESIGN ONLY	75329748
PORTAL PADS	75399452
PORTAL PAPERS	75399514