

**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
EARL G. GRAVES PUBLISHING CO., INC.		01/26/2007	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	WACHOVIA BANK
Street Address:	12 East 49th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	1032295	BLACK ENTERPRISE
Registration Number:	1975649	B.E.
Registration Number:	2037959	B.E. 100S
Registration Number:	2010156	KIDPRENEURS
Registration Number:	2531054	KIDPRENEUR NEWS
Registration Number:	2327683	MONEYWISE
Registration Number:	2325199	POWERPLAY
Registration Number:	2482929	BLACK ENTERPRISE FOR TEENS
Registration Number:	2742307	TEENPRENEURS
Registration Number:	2559761	SISTERSINC.
Registration Number:	2860503	TEENPRENEURS
Registration Number:	2753477	TEENPRENEUR
Registration Number:	2557044	KIDPRENEURS

CH \$340.00 1032295

CORRESPONDENCE DATA

Fax Number: (212)440-4401  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2124404401  
Email: mary.costello@bipc.com  
Correspondent Name: Sharon Blinkoff  
Address Line 1: One Chase Manhattan Plaza  
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	51785/25 SECURITY INTERES
NAME OF SUBMITTER:	Sharon Blinkoff
Signature:	/Sharon Blinkoff/
Date:	01/29/2007

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 26, 2007, between EARL G. GRAVES PUBLISHING CO., INC., a New York corporation with offices at 130 Fifth Avenue, New York, New York 10011 (the "Debtor"), and Wachovia Bank, National Association, with an office at 12 East 49th Street, New York, New York 10017 ("Secured Party").

### WITNESSETH:

WHEREAS, Debtor and Secured Party have entered into a Security Agreement dated the date hereof (together with all supplements and amendments thereto and all extensions, renewals, restatements and replacements thereof, the "Loan Agreement," and such Loan Agreement together with the Term Note dated the date hereof, the Promissory Note dated the date hereof, Loan Agreement, all agreements, instruments and documents now or hereafter entered into or delivered in connection therewith, collectively, the "Financing Agreements"), pursuant to which Secured Party may make loans and advances and provide other financial arrangements to Debtor, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Debtor grants to Secured Party a security interest in certain of its personal property pursuant to the Security Agreement;

WHEREAS, Debtor owns all right, title, and interest in and to, among other things, certain United States and foreign trademarks, trademark registrations, and trademark applications and trade names, including, but not limited to, those set forth on Exhibit 1 hereto (the "Trademarks");

WHEREAS, in order to secure Secured Party's Obligations (as defined in the Security Agreement) to Secured Party, Debtor has agreed to grant to Secured Party a security interest in the Trademarks and the goodwill and certain other assets with respect to the Trademarks, as further set forth herein, and Secured Party has requested Debtor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Secured Party to make loans and advances to Borrower, Debtor hereby grants to Secured Party a security interest in the following property of Debtor:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any state of the United States and any foreign countries and localities;

- (c) all trade names, trademarks and trademark registrations hereafter adopted or acquired and used by Debtor, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Debtor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks, and the use thereof; and
- (h) all goodwill of Debtor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

Debtor hereby covenants with Secured Party as follows:

1. Debtor's Obligations. Debtor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Secured Party shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Secured Party relating to the Collateral and Secured Party shall not be required to perform any covenant, duty or obligation of Debtor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Debtor represents and warrants to Secured Party that: (a) Debtor is the beneficial and record owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral; (b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Debtor has any or all right, title and interest; (c) none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Debtor as licensor); and (d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Secured Party has taken the other actions contemplated by the Loan Agreement and in this Agreement, this Agreement will create a legal and valid

perfected and continuing lien on and security interest in the Collateral in favor of Secured Party, enforceable against Debtor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Debtor will maintain and renew all items of Collateral and all registrations of the Collateral and will defend the Collateral against the claims of all persons, except if in the reasonable business judgment of the Debtor such registrations are no longer required for the operations of Debtor's business. Debtor will maintain the same standards of quality (which Secured Party has reviewed) for the goods and services in connection with which the Trademarks are used as Debtor maintained for such goods and services prior to entering into this Agreement. Secured Party shall have the right to enter upon Debtor's premises at all reasonable times to monitor such quality standards. Without limiting the generality of the foregoing, Debtor shall not permit the expiration, termination or abandonment of any Trademark or Future Trademark without the prior written consent of Secured Party except if in the reasonable business judgment of the Debtor such registrations are no longer required for the operations of Debtor's business. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Debtor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Debtor shall give Secured Party annual updates in writing.

4. Use Prior to Default. Effective until Secured Party's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of Default"), Secured Party hereby grants to Debtor the right to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Debtor's rights pursuant to Section 4 hereof shall, at Secured Party's option, terminate and be null and void, and Secured Party shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Secured Party. Secured Party in such event may collect directly any payments due to Debtor in respect of the Collateral and, subject to any limitations imposed under any license agreements constituting part of the Collateral, may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Debtor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks and Future Trademarks. In the event Debtor fails or refuses to execute and deliver such documents, Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Debtor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Debtor may sell merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Secured Party to the

contrary. The preceding sentence shall not limit any right or remedy granted to Secured Party with respect to Debtor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Intentionally omitted.

7. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

8. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Debtor, without the prior written consent of Secured Party. Debtor hereby authorizes Secured Party to modify this Agreement by amending Exhibit 1 hereto to include any Future Trademarks or additional licenses.

9. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Secured Party of any breach or default by Debtor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

10. Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Debtor without the prior written consent of Secured Party; and, provided further, that the Secured Party may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

11. Intentionally omitted.

12. Enforcement. Upon an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks, Future Trademarks, and any license under any of the foregoing, in which event Debtor shall at the request of Secured Party do any and all lawful acts and execute any and all proper documents that may be reasonably requested by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party or its agents for all costs and expenses incurred by Secured Party in the exercise of its rights under this Section 12.

13. Re-Assignment. At such time as Debtor shall completely satisfy all of the Obligations, and the Financing Agreements have been terminated, other than upon enforcement

of Secured Party's remedies under the Financing Agreements after an Event of Default, Secured Party will execute and deliver to Debtor all deeds, assignments and other instruments as may be necessary or proper to release Debtor's lien in the Collateral, subject to any dispositions thereof which may have been made by Secured Party pursuant hereto.

14. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect any other clause or provision in any other jurisdiction.

15. Notices. All notices, requests and demands to or upon Debtor or Secured Party under this Agreement shall be given in the manner prescribed by the Financing Agreements.

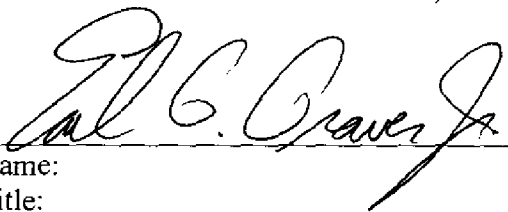
16. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

17. Financing Agreement. This Agreement is one of the Financing Agreements.


[NO FURTHER TEXT THIS PAGE]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

EARL G. GRAVES PUBLISHING CO., INC.

By:   
Name:  
Title:

WACHOVIA BANK, NATIONAL ASSOCIATION


By:   
Name:  
Title:



STATE OF NY )  
 ) SS:  
COUNTY OF NY )

On the 26<sup>th</sup> day of Jan., in the year 2007 before me, the undersigned, personally appeared Earl G. Coates, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of NY, State of NY.

DOUGLAS R. ARNTSEN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02AR6115728  
QUALIFIED IN RICHMOND COUNTY  
COMMISSION EXPIRES SEPTEMBER 13, 2008

  
\_\_\_\_\_  
NOTARY PUBLIC  
[Seal]

STATE OF NY )  
 ) SS:  
COUNTY OF NY )

On the 20<sup>th</sup> day of Jan, in the year 2007, before me, the undersigned, personally appeared Shawn McGowan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of NY, State of NY.

DOUGLAS R. ARNTSEN  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02AR6115728  
QUALIFIED IN RICHMOND COUNTY  
COMMISSION EXPIRES SEPTEMBER 13, 2008

  
\_\_\_\_\_  
NOTARY PUBLIC  
[Seal]

**EXHIBIT 1**

**TRADEMARK SCHEDULE**

<b>Mark</b>	<b>Reg. No.</b>
<b>BLACK ENTERPRISE</b>	<b>1,032,295</b>
<b>B.E.</b>	<b>1,975,649</b>
<b>B.E. 100S</b>	<b>2,037,959</b>
<b>KIDPRENEURS</b>	<b>2,010,156</b>
<b>KIDPRENEUR NEWS</b>	<b>2,531,054</b>
<b>MONEYWISE</b>	<b>2,327,683</b>
<b>POWERPLAY</b>	<b>2,325,199</b>
<b>BLACK ENTERPRISE FOR TEENS</b>	<b>2,482,929</b>
<b>TEENPRENEURS</b>	<b>2,742,307</b>
<b>SISTERSINC</b>	<b>2,559,761</b>
<b>TEENPRENEURS</b>	<b>2,860,503</b>
<b>TEENPRENEUR</b>	<b>2,753,477</b>
<b>KIDPRENEURS</b>	<b>2,557,044</b>