

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
Oxford Resources, Inc.		04/18/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Freeport Financial LLC		
Street Address:	500 W. Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1474967	A PREDICTABLE READ TOGETHER BOOK WILLOWISP PRESS	
Registration Number:	1475907	A WILLOWISP SAPPLING	
Registration Number:	1545356	HAMBURGER PRESS	
Registration Number:	1492529	RAINBOW BOOK FAIRS	
Registration Number:	1483416	YOU CAN DRAW	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
NAME OF SUBMITTER:	Magdalini Rizakos		

OP \$140.00 1474967

Signature:

/mr/

Date:

04/18/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2007, by OXFORD RESOURCES, INC., a Florida corporation, (“Grantor”), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Media Source, Inc., a Delaware corporation, the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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 Security Agreement dated as of the date herewith (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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest 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, without limitation, 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. 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.

[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.

OXFORD RESOURCES, INC.

By: 
Name: Peter C. Tsang
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL, LLC

By: _____
Name: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of April, 2007 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Oxford Resources, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

See Attached CA Acknowledgement

[Signature Page to Trademark Security Agreement]

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.

OXFORD RESOURCES, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL, LLC

By:  _____

Name: Chad Blakeman

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

_____)

ss.

COUNTY OF _____)

On this ___ day of April, 2007 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Oxford Resources, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

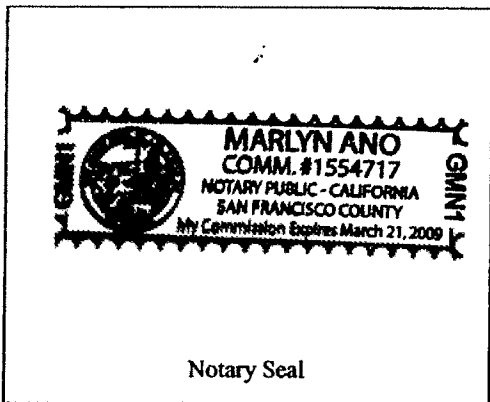
Notary Public

{seal}

ACKNOWLEDGMENT

State of CALIFORNIA }
 }ss
County of SAN FRANCISCO }

On April 13, 2007 before me, MARLYN ANO, Notary Public,
personally appeared Peter C. Tsang,
_____ personally known to me - or - X proved to me on the basis of satisfactory evidence
to be the person(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~~ authorized capacity(ies), and that by
his ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature: *Marlyn*

Printed Name: Marlyn Ano

My Commission Expires: 3/21/09

DESCRIPTION OF ATTACHED DOCUMENT: (Optional)

Title or Type of Document: Trademark Security Agreement

Document Date: _____ Number of Pages: 3 + Sch.

Signers other than named above : None other

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner
1.	A PREDICTABLE READ TOGETHER BOOK WILLOWISP PRESS	73667853	06/22/87	1474967	02/02/88	Registered	School Book Fairs, Inc. (n/k/a Oxford Resources, Inc.)
2.	A WILLOWISP SAPPLING	73667854	06/22/87	1475907	02/09/88	Registered	School Book Fairs, Inc. (n/k/a Oxford Resources, Inc.)
3.	HAMBURGER PRESS	73748658	08/29/88	1545356	06/27/89	Registered	Pages Book Fair, Inc. (n/k/a Oxford Resources, Inc.)
4.	RAINBOW BOOK FAIRS	73667802	06/22/87	1492529	06/14/88	Registered	School Book Fairs, Inc. (n/k/a Oxford Resources, Inc.)
5.	YOU CAN DRAW	73679364	08/19/87	1483416	04/5/88	Registered	Pages Book Fair, Inc. (n/k/a Oxford Resources, Inc.)