

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
San Francisco Magazine, LLC		06/18/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2367167	SAN FRANCISCO
Registration Number:	2079463	IN-ROOM CITYGUIDE
Registration Number:	1530819	SAN FRANCISCO FOCUS
Registration Number:	1533007	SAN FRANCISCO FOCUS
Registration Number:	1107252	SAN FRANCISCO FOCUS
Registration Number:	1534720	GOLDEN SHEARS AWARD
Registration Number:	1636876	SAN FRANCISCO STYLE

CORRESPONDENCE DATA

Fax Number: (951)617-8736

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

Phone: 617-951-8084

Email: ashley.scibelli@bingham.com

Correspondent Name: Ashley B. Scibelli

TRADEMARK

REEL: 003563 FRAME: 0378

900079628

OP \$190.00 2367167

Address Line 1: 150 Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
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Signature:	/Ashley B. Scibelli/
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Date:	06/19/2007
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Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 18, 2007, is entered into by and between **SAN FRANCISCO MAGAZINE, LLC**, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the “**Grantor**”), and **NEWSTAR FINANCIAL, INC.**, as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the “**Administrative Agent**”).

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of June 18, 2007, by and among Clarity ML Holdings, LLC, a Delaware limited liability company (“**Parent Company**”), Modern Luxury Media, LLC, a Delaware limited liability company and successor by merger to ML Clarity Acquisition, LLC (the “**Borrower**”), the several financial institutions from time to time party to the Credit Agreement as lenders thereunder (collectively, “**Lenders**”, and, individually, a “**Lender**”), the financial institution from time to time party thereto as the L/C Issuer thereunder, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Credit Agreement**”), the Lenders have agreed to make Credit Extensions to the Borrower.

B. In order to induce the Lenders and the L/C Issuer to make additional Credit Extensions to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, the Grantor, a wholly-owned Subsidiary of the Borrower, has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all Intellectual Property of the Grantor in order to secure all of the Obligations.

C. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of June 18, 2007, by and among the Borrower the Parent Company, the Grantor, the other Subsidiary Guarantors party thereto, if any, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the “**Security Agreement**”).

D. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Marks, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Mark, Patent, and Copyright;

(v) all Trade Secret Rights, all Works, Imprints, Manuscripts, URLs and all other Intellectual Property; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Mark, (B) injury to any goodwill associated with any Mark, (C) infringement of any Patent, (D) injury to any goodwill associated with any Patent, (E) infringement of any Copyright, (F) injury to any goodwill associated with any Copyright, or (G) infringement of any Trade Secret Rights or any other Intellectual Property.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Excluded Property”** shall mean any lease, license, contract, property right or agreement to which the Grantor is party, or any license, consent, permit, variance, certification, authorization or approval of any Governmental Authority (or any Person acting on behalf of any Governmental Authority) of which the Grantor is the owner or beneficiary, or any of its rights or interests thereunder, if and for so long as the grant of such security interest shall result in (1) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, or (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement, or any such license, consent, permit, variance, certification,

authorization or approval (other than, in any case, under subclause (1) or subclause (2) to the extent that any such result would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity).

(d) **"Obligations"** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property. Notwithstanding the foregoing, the Intellectual Property (as that term is used herein) shall not include any Excluded Property; provided, however, that all Proceeds of any and all Excluded Property shall in any event constitute Intellectual Property in which the Administrative Agent shall have a security interest and Lien for the benefit of Secured Parties to the extent such Proceeds do not constitute Excluded Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that, as of the Closing Date, the Grantor does not have any ownership interest in, or title to, any registered Mark, Mark application, registered Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office and the United States Copyright Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantor's Marks, Patents, and Copyrights, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the

Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Security Agreement.

7. **Termination.** Subject always to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice of Law And Venue; Jury Trial Waiver.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT**

IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 AND SECTION 10.15 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

9. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

10. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

****Signature Page to Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

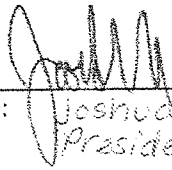
The Grantor:

SAN FRANCISCO MAGAZINE, LLC

By: _____

Name:

Title:

 Joshua Gutfreund
President

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By: _____

Name: David R. Dobies

Title: Managing Director

Signature Page to SF Magazine Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.


The Grantor:

SAN FRANCISCO MAGAZINE, LLC

By: _____
Name:
Title:

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By:  _____
Name: David R. Dobies
Title: Managing Director

Signature Page to SF Magazine Intellectual Property Security Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

ss.

On

June 18, 2007

before me,

Jennifer A. Sloane

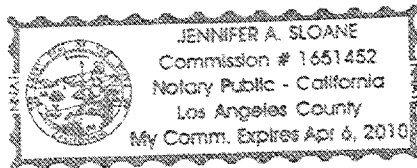
personally appeared

Joshua Gutfreund

(Name(s) of Signer(s))

☒ personally known to me

☐ 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.

Jennifer A. Sloane
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Intellectual Property Security Agreement

Document Date:

June 18, 2007

Number of Pages:

6

Signer(s) Other Than Named Above:

David R. Dobies

Capacity(ies) Claimed by Signer

Signer's Name:

Joshua Gutfreund

☐ Individual

☒ Corporate Officer — Title(s):

President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

San Francisco Magazine, LLC



SCHEDULE I

To

SAN FRANCISCO MAGAZINE, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. TRADEMARK REGISTRATIONS.

Mark

Reg. No.

Date

See attached Annex A.

B. TRADEMARK APPLICATIONS.

Mark

Application No.

Date

None.

C. TRADEMARK LICENSES.

Name of Agreement

Date of Agreement

Parties

None.

SCHEDULE II

To

SAN FRANCISCO MAGAZINE, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. PATENT REGISTRATIONS.

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

B. PATENT APPLICATIONS.

<u>Patent Application No.</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

C. PATENT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III

To

SAN FRANCISCO MAGAZINE, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. COPYRIGHT REGISTRATIONS.

Copyright

Reg. No.

Date

None.

B. COPYRIGHT APPLICATIONS.

Copyright

Application No.

Date

None.

C. COPYRIGHT LICENSES.

Name of Agreement

Date of Agreement

Parties

None.

ANNEX A

REGISTERED TRADEMARKS (FEDERAL)

Trademark	Reg. No.	Reg. Date	Status
SAN FRANCISCO	2367167	07/11/00	Active
IN-ROOM CITYGUIDE	2079463	07/15/97	Active
SAN FRANCISCO FOCUS	1530819	11/28/78	Active
SAN FRANCISCO FOCUS	1533007	3/21/89	Active
SAN FRANCISCO FOCUS	1107252	4/4/89	Expired
GOLDEN SHEARS AWARD	1534720	4/11/89	Active
SAN FRANCISCO STYLE	1636876	4/5/91	Expired

REGISTERED TRADEMARKS (CA)

Trademark	Reg. No.	Reg. Date	Status
SAN FRANCISCO STYLE	91065	11/16/89	Expired
FOCUS	55388	11/30/76	Expired