

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		06/15/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Gladstone Capital Corporation
Street Address:	1405 West Crestwood Court
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99218
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	0597109	DANCE
Registration Number:	2023369	DANCE MAGAZINE
Registration Number:	2153536	THE YOUNG DANCER
Registration Number:	2932466	YOUNG DANCER
Serial Number:	78684125	THE INDUSTRY BIBLE
Serial Number:	78710089	THE WORLD AT YOUR FEET
Registration Number:	2016049	AMERICAN CHEERLEADER
Registration Number:	2138947	DANCE SPIRIT
Registration Number:	2297823	DANCE TEACHER NOW
Registration Number:	2249792	STAGE DIRECTIONS
Registration Number:	2401075	DANCE TEACHER
Registration Number:	2541148	POINTE
Registration Number:	2494150	THEATER-PAGES.COM
Registration Number:	2654943	AMERICAN CHEERLEADER JUNIOR

OP \$465.00 0597109

Registration Number:	2718228	DANCE RETAILER NEWS
Registration Number:	2885374	EUROPEAN DANCE NEWS
Serial Number:	78641044	KELLYE DAVIS
Registration Number:	3235459	CHEER BIZ NEWS

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.144
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/19/2007

Total Attachments: 4
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT is made as of this 15th day of June, 2007 between WELLS FARGO FOOTHILL, INC. (hereinafter referred to as the "Assignor") and GLADSTONE CAPITAL CORPORATION, a Maryland corporation (hereinafter referred to as the "Assignee").

WITNESSETH

WHEREAS, that certain Borrowing Agreement (as amended from time to time, "Loan Agreement") dated as of August 10, 2006, was entered into by and among MacFadden Performing Arts Media, LLC ("Borrower"), and Assignor;

WHEREAS, pursuant to the Loan Agreement, Borrower granted Assignor a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Borrower and Assignor entered into that certain Assignment of Intellectual Property and Material Agreements dated as of August 10, 2006, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 3408, Frame 0866 and Reel 3482, Frame 0692 (hereinafter referred to as the "Mortgage");

WHEREAS, Assignor desires to assign, and Assignee desires to take by assignment, all of Assignor's rights and obligations in, to and under the Mortgage;

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement ("Agreement") dated as of June 15, 2007, with respect to Assignor's sale to Assignee of, among other things as expressly set forth therein, the Loan Agreement and the Mortgage;

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

1. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty, except as otherwise expressly provided in the Assignment Agreement, the entire right, title and interest in, to and under the Mortgage.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

This Assignment of Trademark Security Agreement is made this 15th day of June, 2007.

WELLS FARGO FOOTHILL, INC.

By Amelia Johns
Its SVP

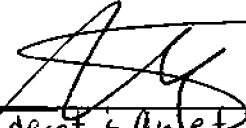
GLADSTONE CAPITAL CORPORATION

By _____
Its _____

WELLS FARGO FOOTHILL, INC.

By _____
Its _____

GLADSTONE CAPITAL CORPORATION

By  _____
Its President & Chief Investment Officer

SCHEDULE OF TRADEMARKS

MacFadden Performing Arts Media, LLC

Mark	Registration / Application Number	Reg./Filing Date
Dance	0597109	10/19/54
Dance Magazine	2023369	12/17/96
The Young Dancer	2153536	04/28/98
Young Dancer	2932466	03/15/05
The Industry Bible	78684125	08/02/05
The World at Your Feet	78710089	09/09/05
American Cheerleader	2016049	11/12/96
Dance Spirit	2138947	02/24/98
Dance Teacher Now	2297823	12/07/99
Stage Directions	2249792	06/01/99
Dance Teacher	2401075	10/31/00
Pointe	2541148	02/19/02
Theater-pages.com	2494150	10/02/01
American Cheerleader Junior	2654943	11/26/02
Dance Retailer News	2718228	05/20/03
European Dance News	2885374	09/14/04
Kellye Davis	78641044	06/10/05
Cheer Biz News	3235459	04/24/07