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
Daisy Rock Guitars, LLC		05/31/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Administrative Agent
Street Address:	39200 W. Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Michigan banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2953076	
Registration Number:	3094840	
Registration Number:	3094949	
Registration Number:	3113746	
Registration Number:	2515522	DAISY ROCK
Registration Number:	2834573	
Serial Number:	78241371	FLOWER POWER
Registration Number:	2740861	GIRL GUITARS
Serial Number:	77000897	PINK LABEL
Registration Number:	3091002	ROCK CANDY
Registration Number:	3231861	
Registration Number:	3099057	TOM BOY
Serial Number:	78869370	

OP $340.00 2953076

CORRESPONDENCE DATA

Fax Number: (734)930-2494

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

Phone: 7344753477

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 S. Division St., Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujek/
Date:	06/25/2007

Total Attachments: 7

source=DaisyRock#page1.tif

source=DaisyRock#page2.tif

source=DaisyRock#page3.tif

source=DaisyRock#page4.tif

source=DaisyRock#page5.tif

source=DaisyRock#page6.tif

source=DaisyRock#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made this May 31, 2007, by Daisy Rock Guitars, LLC (the "**Grantor**" or "**Daisy Rock**"), and COMERICA BANK in its capacity as Agent for the Lenders (together with its successors, "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of May 31, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") by and among Alfred Publishing Co., Inc. ("Alfred"), certain other entities which are parties thereto from time to time as borrowers thereunder (collectively, with Alfred, the "**Borrowers**" and each a "**Borrower**"), each of the financial institutions from time to time party thereto (collectively, including their respective successors and assigns, the "**Lenders**") and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to continue to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Joinder Agreement (Security Agreement) dated of even date herewith pursuant to which Grantor shall become a party to that certain Security Agreement dated as of May 31, 2005 (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 the benefit of the 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, each 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 Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the 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 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 such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any 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, for the benefit of the 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration as required by the Credit Agreement and the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW; JURY TRIAL WAIVER. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MICHIGAN; and (b) EACH OF GRANTOR AND THE AGENT WAIVES ITS RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY EITHER SUCH PARTY AGAINST THE OTHER, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH OF GRANTOR AND THE AGENT AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, EACH SUCH PARTY FURTHER AGREES THAT ITS RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO

ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

[signature page follows]

TRADEMARK
REEL: 003567 FRAME: 0330

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized member as of the date first set forth above.

DAISY ROCK GUITARS, LLC

By: Alfred Publishing Co., Inc.
Its: Member

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COMERICA BANK, as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized member as of the date first set forth above.

DAISY ROCK GUITARS, LLC

By: Alfred Publishing Co., Inc.
Its: Member

By:_____

Name:_____

Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

COMERICA BANK, as Agent

By:_____

Name: Thomas R. Kelly

Title: First, Vice President

Schedule 1.1 – Patents, Patent Licenses, Copyrights and Copyright Licenses, Trademarks, Trademark Licenses of Daisy Rock Guitars, LLC

Copyrights:

None

Copyright Licenses:

None

Trademarks:

See attached (as of May 29, 2007)

Trademark Licenses:

None

Patents

None.

Patent Licenses

None.

RECORDED: 06/25/2007

TRADEMARK
REEL: 003567 FRAME: 0334

DAISY ROCK GUITARS, LLC. TRADEMARK STATUS as of May 29, 2007

SERIAL #	REG. #	REG. DATE	MARK	STATUS OF MARK	ACTION TO BE TAKEN	DEADLINE	IC
U.S. REGISTRATIONS:							
78167377	2953076	05/17/05	(female/"circle and cross" logo)	Principal Register	Sec. 8 & 15 between 05/17/2010 and 05/17/2011	2011/May 17	15
78037743	3094840	05/23/06	(flower shape guitar and headstock)	Principal Register	File Sec. 8 & 15 between 05/23/2011 and 05/23/2012	2012/May 23	15
78415178	3094949	05/23/06	(butterfly body shape)	Principal Register	File Sec. 8 & 15 between 05/23/2011 and 05/23/2012	2012/May 23	15
78459807	3113746	07/11/06	(heartbreaker body shape)	Principal Register	File Sec. 8 & 15 between 07/11/2011 and 07/11/2012	2012/Jul 11	15
78026722	2515522	12/04/01	DAISY ROCK	Principal Register	Sec. 8 & 15 between 12/04/2006 and 12/04/2007	2007/Dec 04	15
78241572	2834573	04/20/04	(flower logo)	Principal Register	Sec. 8 & 15 between 04/20/2009 and 04/20/2010	2010/Apr 20	15
78241371			FLOWER POWER	Ext. 2 SOU 2-19-2005; 2nd Ext of Time rec'd 08/02/05; Third Ext of Time approved 08/04/05; 4th Extension of time to file SOU filed 01/25/06; 5th (Final) Extension of time to file SOU filed 08/02/06; ext. approved 09/08/06; File SOU by 02/03/07; filed Allegation of Use 01/29/07; AOU accepted 05/09/07	Check TARR for registration in 3 mos.	2007/Aug 18	15
78046679	2740861	07/22/03	GIRL GUITARS	Supplemental Register	File Sec. 8 Dec. between 07/22/2008 and 07/22/2009 or move to Principal Register after 07/22/08	2009/Jul 22	15
77000897			PINK LABEL	1(b) App. filed 09/15/06; approved for pub. 02/23/07; published 05/15/07	Check TARR-opp. filed?	2007/Jun 15	15
78328296	3091002	05/09/06	ROCK CANDY	Principal Register	Sec. 8 & 15 between 05/09/2011 and 05/09/2012 - NOTE: Change State of Incorporation from CA to Delaware	2012/May 09	15
78789142	3231861	04/17/07	(star body shape)	Supplemental Register	Sec. 8 between 04/17/2012 and 04/17/2013 - Move to Principal Register after 04/17/2012	2012/Apr 17	15
78415193	3099057	05/30/06	TOM BOY	Principal Register	(cert not received yet) File Sec. 8 & 15 between 05/30/2011 and 05/30/2012	2012/May 30	15
78869370			(Tom Boy body shape)	App. Filed 04/25/06 (1a); Office Action issued 10/02/06; filed ROA 04/02/07; OA issued 05/16/07	ROA due 11/16/07	2007/Nov 16	15
FOREIGN REGISTRATIONS:							
3310216	3310216	12/8/2003	DAISY ROCK	Community Trade Mark Registration	File 10-year renewal	2013/Aug 12	15,16, 25