

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patents, Trademarks, and Licenses Security Agreement (Trademarks)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Books, Inc.		07/12/2007	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
Internal Address:	18th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	Trust Company: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1523459	DERRYDALE-PRESS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 243879		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$40.00 1523459

Date:

09/26/2007

Total Attachments: 8

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**PATENTS, TRADEMARKS
AND LICENSES SECURITY AGREEMENT
(Trademarks)**

This Patents, Trademarks and Licenses Security Agreement ("Agreement") is made as of the 12th day of July, 2007, by Madison Books, Inc. ("Company"), a Maryland corporation, with its chief executive office located at 4501 Forbes Boulevard, Suite 200, Lanham, MD 20706, and delivered to Manufacturers and Traders Trust Company ("Lender"), having a mailing address of 25 South Charles Street, 18th Floor, Baltimore, Maryland 21201.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and among Company and certain of its affiliates, as borrowers ("Borrowers") and Lender (as may hereafter be supplemented, restated, amended, superseded, replaced, or restated from time to time, the "Loan Agreement"), under which Company is granting Lender, a lien on and security interest in assets of Company associated with or relating to products leased or sold or services provided under Company's patents and trademarks (and the goodwill associated therewith), and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications and trade names under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Except as otherwise provided in the Loan Agreement, Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(b) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent shall be deemed part of the Assets.

4. So long as an Event of Default or Default has not occurred under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the Company and Lender.

6. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets, including executing and delivering to Company a termination statement prepared by Company for filing with the United States Patent and Trademark Office, whereupon this Agreement shall terminate.

8. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Company shall make federal application on registrable but unregistered patents, trademarks or licenses belonging to Company to the extent such registration is commercially reasonable. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any patent or registered trademark except as permitted by the Loan Agreement.

9. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole but reasonable discretion, that Lender are not

thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

10. (a) Following the occurrence and during the continuance of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

(b) Company hereby grants Lender and its officers, representatives, successors and assigns an irrevocable power of attorney, coupled with an interest, to execute any and all assignments, bills of sale or other documents deemed necessary and appropriate by Lender to enforce Lender's rights hereunder, assign, license or transfer the Assets, and obtain the benefits intended hereby, such power of attorney exercisable following the occurrence and during the continuance of an Event of Default under the Loan Agreement.

11. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

12. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

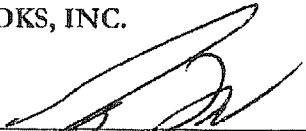
13. This Agreement, and all matters arising hereunder or related hereto, shall be governed by and construed in accordance with the laws of the State of Maryland applied to contracts to be performed wholly within the State of Maryland.

14. Company and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Dated the date and year first written above.

MADISON BOOKS, INC.

By: 
Name: George Frank Jr
Title: (FO)

Approved and Accepted:
MANUFACTURERS AND TRADERS
TRUST COMPANY

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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Dated the date and year first written above.

MADISON BOOKS, INC.

By: _____
Name: _____
Title: _____

Approved and Accepted:
MANUFACTURERS AND TRADERS
TRUST COMPANY

By: William H. Maul, Jr.
Name: William H. Maul, Jr.
Title: Vice President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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SCHEDULE A

Trademark	Jurisdiction of Registration	Registration Number	Registration Date
DERRYDALE-PRESS & Design	United States Patent and Trademark Office	1,523,459	02/07/1989

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF MARYLAND : SS
COUNTY OF PRINCE GEORGES :

On this 12th day of July, 2007, before me personally appeared George Frank, Jr. to me known and being duly sworn, deposes and says that s/he is the Cfo of Madison Books, Inc., the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Wm. M. Wain
Notary Public

05-01-09
My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Montgomery :

On this 12th day of July, 2007, before me personally appeared William H. Nowl to me known and being duly sworn, deposes and says that s/he is VP of Manufacturers and Traders Trust Company, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Sonya L. Savage
Notary Public

March 7, 2011
My Commission Expires:

