

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
Publishing Group of America, Inc.		05/23/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	ILLINOIS
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	77339733	HOMETOWN GOODS
Serial Number:	78639081	RELISH
Serial Number:	78641376	HOMETOWN TOURS
Serial Number:	78494609	AMERICAN PROFILE HOMETOWN RECIPES
Serial Number:	77217981	SPRY
Serial Number:	77184558	RELISH
Serial Number:	77071815	AMERICAN PROFILE MUSIC
Serial Number:	76976986	AMERICAN PROFILE
Serial Number:	76415717	HOMETOWN CONTENT
Serial Number:	76413391	AMERICAN PROFILE HOMETOWN CONTENT
Serial Number:	76313673	AMERICAN PROFILE
Serial Number:	75616424	AMERICAN PROFILE
Serial Number:	75605315	PUBLISHING GROUP OF AMERICA

OP \$415.00 77339733

Serial Number:	77295320	UPSTREET AUTO
Serial Number:	77316704	AMERICAN PROFILE PRESENTS
Serial Number:	77383941	WE MAKE REAL PEOPLE FAMOUS AND FAMOUS PEOPLE REAL

CORRESPONDENCE DATA

Fax Number: (312)863-7807
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7233
Email: rena.kollias@goldbergkohn.com
Correspondent Name: Rena Kollias
Address Line 1: 55 East Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.188
NAME OF SUBMITTER:	Rena Kollias
Signature:	/renakollias/
Date:	05/30/2008

Total Attachments: 18
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TRADEMARK COLLATERAL AGREEMENT

TRADEMARK COLLATERAL AGREEMENT, dated as of May 23rd, 2008 (this "Agreement"), by PUBLISHING GROUP OF AMERICA, INC., a Tennessee corporation ("Borrower"), in favor of WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of itself and the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, Borrower, PGAI Holdings, Inc., a Delaware corporation (the "Parent"), the Administrative Agent and the Lenders from time to time party to the Credit Agreement (as hereinafter defined) (collectively, the "Lenders"), have entered into that certain Credit Agreement (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), dated as of even date herewith, pursuant to which the Lenders have agreed to extend credit to Borrower from time to time;

WHEREAS, to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and as a condition precedent to the extension of credit to Borrower in accordance with the terms thereof, Borrower and the Parent have granted the Administrative Agent a continuing lien upon and security interest in substantially all of their respective assets, pursuant to that certain Security Agreement, dated as of even date herewith (as amended, restated or otherwise modified from time to time, the "Security Agreement"), by the Parent and Borrower in favor of the Administrative Agent;

WHEREAS, to further induce the Administrative Agent and the Lenders to enter into the Credit Agreement and as a further condition precedent to the extensions of credit contemplated thereunder, Borrower has agreed to execute and deliver, as an agreement supplemental to the Security Agreement, this Agreement, and to grant the security interests herein provided in favor of the Lenders;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings provided for such terms in the Credit Agreement. As used herein, the following capitalized terms shall have the following meanings:

"Collateral" shall have the meaning assigned to it in Paragraph 2 of this Agreement.

"Licenses" shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Obligations" shall mean all Obligations, as defined in the Credit Agreement.

"Proceeds" shall have the meaning assigned to it under Section 9-102(64) of the UCC, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

"UCC" shall mean the Uniform Commercial Code, unless otherwise provided herein, as in effect in the State of New York, provided, that if by reason of mandatory provisions of law, perfection, or the effect of perfection or nonperfection, of the security interests in any Collateral granted hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection, as the case may be.

2. Security Interest.

(a) As collateral security for the prompt and complete payment and performance of all the Obligations, Borrower hereby grants and conveys to the Administrative Agent for the benefit of itself, the Agent and the Lenders, in addition to, and not in any way in limitation of, any Liens granted to the Administrative Agent pursuant to the Security Agreement, a security interest in and to (a) the entire right, title and interest of Borrower in (including without limitation, a lien on and pledge of) and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower's right, title and interest in, to and under the following:

- (i) all Licenses;
- (ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, and (C) all other amounts from time

to time paid or payable under or in connection with any such License; and,

- (iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing; provided, however, that notwithstanding the foregoing or anything else contained herein to the contrary, the collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the collateral. All of the property referred to as collateral in this Paragraph 2 is hereafter collectively called the "Collateral".

(b) The Administrative Agent shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto.

3. Representations and Warranties. Borrower makes the following representations and warranties to the Administrative Agent, for the benefit of itself and the Lenders:

(a) Schedule A sets forth a complete and correct list of all registered Trademarks and pending applications in which Borrower has any present right, title or interest.

(b) the Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(c) to the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(d) to the best of Borrower's knowledge, except as described on Schedule 4.17 to the Credit Agreement, there is no outstanding or threatened claim, action or proceeding that the use of any of the Trademarks violates the rights of any other Person;

(e) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto;

(f) Borrower has the right to enter into this Agreement and perform its obligations hereunder;

(g) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice consistent with past practice, where appropriate, in connection with its use of the Trademarks; and

(h) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks consistent with past practice.

4. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of Paragraph 2 shall automatically apply thereto and Borrower shall give the Administrative Agent prompt written notice thereof.

(b) Borrower grants the Administrative Agent a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

5. Covenants. Borrower covenants and agrees with the Administrative Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Administrative Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Administrative Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC with respect to the liens and security interests granted hereby. Borrower also hereby authorizes the Administrative Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law.

(b) Maintenance of Trademarks. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided or avoidable, and shall notify the Administrative Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur, and shall take appropriate action at its expense to prevent the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses; provided, however, nothing herein shall prevent Borrower in the exercise of its reasonable business judgment from determining that it is in the best interest of Borrower to allow any Trademark to become abandoned, invalidated, unenforceable, avoid or avoidable.

(c) Indemnification. Borrower assumes all responsibility and liability arising from Borrower's use of the Trademarks, and Borrower hereby indemnifies and holds the Lenders and the Administrative Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks.

6. The Administrative Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name (such authority being effective upon the occurrence and during the continuance of an Event of Default), from time to time in the Administrative Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Administrative Agent the power and right, on behalf of Borrower, to do the following:

- (i) To ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any License whenever payable;
- (ii) To pay or discharge taxes, Liens or other encumbrances levied or placed on or threatened against the Collateral; and
- (iii) (A) To direct any Person liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Administrative

Agent may deem appropriate; and (F) generally to sell, transfer, license pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) The power of attorney established pursuant to this Paragraph 6 is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which the Administrative Agent may require in order to confirm this power of attorney, or which the Administrative Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on the Administrative Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Administrative Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(d) Borrower also authorizes the Administrative Agent to execute, in connection with the sale provided for in Paragraph 9(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to the Administrative Agent, in the form of Exhibit I hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Paragraph 6 hereof.

8. Performance by the Administrative Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and the Administrative Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Administrative Agent incurred in connection with such performance or compliance shall be payable by Borrower to the Administrative Agent on demand and shall constitute obligations secured hereby.

9. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

- (i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower for the benefit of the Administrative Agent, segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to the Administrative Agent, in the same form as received by Borrower (duly indorsed by Borrower to the Administrative Agent, if required); and
- (ii) Any and all such payments so received by the Administrative Agent (whether from Borrower or otherwise) may, in the sole discretion of the Administrative Agent, be held by the Administrative Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by the Administrative Agent against all or any part of the Obligations in the order of priority set forth in Section 2.4(b)(ii) of the Credit Agreement. Any balance of such payments held by the Administrative Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, the Administrative Agent may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations. Borrower shall also be liable for the reasonable fees of any attorneys employed by the Administrative Agent to collect any such deficiency and also as to any reasonable attorneys' fees incurred by the Administrative Agent with respect to the collection of any Obligations and the enforcement of any of the Administrative Agent's rights hereunder.

(c) If any Event of Default shall occur and be continuing, the Administrative Agent is hereby granted a non-exclusive irrevocable license and right to use, assign, license or sublicense (to the maximum extent permitted by Law), without charge or other compensation to Borrower, all Collateral, whether now owned or hereafter acquired by Borrower, and all patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or property of a similar nature, owned by Borrower and relating to the Collateral, in order to:

- (i) complete production of or advertise the sale or other disposition of any Collateral;
- (ii) operate the business of Borrower; or
- (iii) assign, sell, license, transfer or otherwise dispose of any Collateral pursuant to the terms hereof or the terms of the Security Agreement or exercise any and all other rights and remedies hereunder and thereunder.

(d) Any and all rights and interests of the Administrative Agent in and to the Collateral (and any and all obligations of Borrower with respect to any of the Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of Borrower) in, to or with respect to the Collateral provided in or arising under or in connection with the other Collateral Documents.

10. Waivers. Borrower waives presentment, demand, notice, protest, notice of acceptance of this Agreement, notice of any credit or other extensions granted, collateral received or delivered and any other action taken in reliance hereon and all other demands and notices of any description, except for such demands and notices as are expressly required to be provided to Borrower under this Agreement or any other Loan Document. Borrower waives, to the full extent permitted by Law, the benefit of all appraisal, valuation, stay, extension and redemption Laws now or hereafter in force and all rights of marshaling in the event of any sale or disposition of any of the Collateral. With respect to both the Obligations and any Collateral, Borrower assents to any extension or postponement of the time of payment or any other forgiveness or indulgence, to any substitution, exchange or release of the Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as the Administrative Agent may deem advisable. The Administrative Agent may exercise its rights with respect to the Collateral without resorting, or regard, to other collateral or sources of reimbursement for the Obligations. The Administrative Agent shall not be deemed to have waived any of its rights with respect to the Obligations or the Collateral unless such waiver is in writing and signed by the Administrative Agent. No delay or omission on the part of the Administrative Agent in exercising any right and no course of dealing shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not bar or waive the exercise of any right on any future occasion. All rights and remedies of the Administrative Agent in the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, are cumulative and not exclusive of any remedies provided by Law or any other agreement, and may be exercised separately or concurrently.

11. Expenses. Borrower promises to reimburse the Administrative Agent on demand for all reasonable costs and expenses incurred or expended in connection with (a) the negotiation, preparation, filing or recording, interpretation or administration of this Agreement, or any amendment, modification, approval, consent or waiver hereof and (b) the enforcement of any Obligations, the exercise, preservation or enforcement of any rights, remedies or options of the Administrative Agent. Such costs and expenses shall include, without limitation, fees and disbursements of not more than one outside legal counsel for the Administrative Agent, together with reasonable attorneys' fees and expenses of any local or special counsel necessary or appropriate in connection therewith; accounting, consulting, appraisal, brokerage or other similar professional fees or expenses; all fees, charges (including the Administrative Agent's per diem charges) and, subject to Section 3.8 of the Security Agreement, expenses relating to any inspections, appraisals or examinations conducted in connection with any Collateral; and all costs, charges and expenses relating to any attempt to inspect, verify, protect, preserve, restore, collect, sell, liquidate or otherwise dispose of or realize upon any Collateral. The amount of all such costs and expenses shall except as otherwise provided herein, until paid, bear interest at the rate provided in the Credit Agreement and shall be a Obligation secured by the Collateral.

12. Notices. All notices, approvals, requests, demands and other communications hereunder shall be given in accordance with Section 10.1 of the Credit Agreement.

13. Governing Law; Consent to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Borrower hereby agrees that ANY LEGAL ACTION OR PROCEEDING AGAINST BORROWER WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN ANY COURT IN THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AS THE ADMINISTRATIVE AGENT MAY ELECT, AND THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE MADE UPON BORROWER AT THE ADDRESS SET FORTH FOR NOTICES PURSUANT TO SECTION 10.1 OF THE CREDIT AGREEMENT, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BORROWER GENERALLY AND UNCONDITIONALLY ACCEPTS FOR ITSELF AND IN RESPECT TO ITS PROPERTY, THE JURISDICTION OF THE AFORESAID COURTS. Borrower waives any right to stay or to dismiss any action or proceeding brought before any of said courts on the basis of forum non conveniens. Nothing herein shall affect the right of the Administrative Agent to serve process in any other manner permitted by applicable law or shall limit the right of the Administrative Agent to bring actions and proceedings against Borrower in the courts of any other jurisdiction.

14. Waiver of Jury Trial. BORROWER AND THE ADMINISTRATIVE AGENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE ADMINISTRATIVE AGENT RELATING TO THE ADMINISTRATION OR ENFORCEMENT OF THIS AGREEMENT, AND AGREE THAT THEY WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, BORROWER AND THE ADMINISTRATIVE AGENT HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH GRANTOR (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE ADMINISTRATIVE AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE ADMINISTRATIVE AGENT OR THE LENDERS WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (b) ACKNOWLEDGES THAT THE ADMINISTRATIVE AGENT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AND THE LENDERS HAVE BEEN INDUCED TO EXTEND CREDIT PURSUANT TO THE CREDIT AGREEMENT, BECAUSE OF, AMONG OTHER THINGS, BORROWER'S WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

15. Successors and Assigns; Continuing Security Interest; Transfer of Revolver Commitments. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of all Obligations (other than contingent indemnification obligations), (b) be binding upon Borrower, its successors and assigns, and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent and the Lenders and their successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), to the extent permitted under the Credit Agreement, any Lender may assign or otherwise transfer any portion of the Revolver Commitments held by it to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Lenders herein. Borrower may not assign its rights or obligations hereunder without the prior written consent of the Administrative Agent, and any such purported assignment shall be void.

16. The Administrative Agent as Agent. The Administrative Agent shall at all times be the same Person that is the Administrative Agent under the Credit Agreement. Appointment of a successor Administrative Agent pursuant to Section 14.9 of the Credit Agreement shall also constitute appointment of a successor Administrative Agent under this Agreement. Upon the acceptance of any appointment as the Administrative Agent under Section 14.9 of the Credit Agreement by a successor Administrative Agent, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent under this Agreement, and the retiring Administrative Agent under this Agreement shall promptly (i) transfer to such successor Administrative Agent all sums, securities and other items of Collateral held hereunder, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under this Agreement, and (ii) execute and deliver to such successor Administrative Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the security interests created hereunder, whereupon such retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent's resignation hereunder as the Administrative Agent, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Administrative Agent hereunder.

17. General. Except as provided in Paragraph 4, this Agreement may not be amended or modified except by a writing signed by Borrower and the Administrative Agent. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Delivery by fax or electronic mail of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. Section headings are for convenience of reference only and are not a part of this Agreement. If any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

18. Termination. This Agreement shall terminate and the security interests granted hereby shall automatically terminate when all the Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) have been paid in full and all Commitments terminated; provided that this Agreement and such security interests shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise. Upon any such termination all rights to the Collateral shall revert to Borrower and the Administrative Agent will, at Borrower's expense, promptly execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination and Borrower shall be entitled to the return, upon its request and at its expense, against receipt and without recourse to the Administrative Agent, of such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

19. Intercreditor Agreement. The Administrative Agent's rights and remedies hereunder may be subject to, and limited by, the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

Peggy Busco

PUBLISHING GROUP OF AMERICA, INC.

By: Richard Parks
Name: Richard Parks
Title: CEO

WITNESS:

WELLS FARGO FOOTHILL, LLC,
as the Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

WITNESS:

 _____

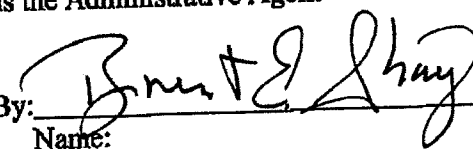
PUBLISHING GROUP OF AMERICA, INC.

By: _____

Name:

Title:

WELLS FARGO FOOTHILL, LLC,
as the Administrative Agent

By:  _____

Name:

Title:

STATE OF NEW YORK)

COUNTY OF Suffolk)

ss:

On the ___ day of ___, 2008, before me personally came _____ to me known, who being by me duly sworn, did depose and say s/he is the _____ of Publishing Group of America, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Notary Public

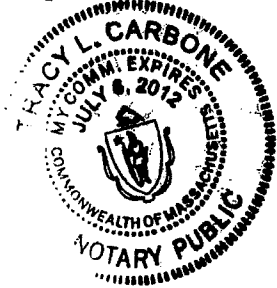
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

ss:

Before me, the undersigned, on this 23 day of May, 2008, personally appeared Brent Shay, to me known personally, and who being by me duly sworn, deposes and says that s/he is the _____ of Wells Fargo Foothill, LLC, and that s/he was authorized to sign her/his name thereto.



Notary Public

My Commission Expires: 7/6/2012

SCHEDULE A

<u>Serial Number</u>	<u>Reg. Number</u>		<u>Country</u>	<u>Mark</u>
77339733		November 29, 2007	USA	HOMETOWN GOODS
78639081	3231175	May 27, 2005	USA	RELISH
78641376		June 1, 2005	USA	HOMETOWN TOURS
78494609	3028089	October 5, 2004	USA	AMERICAN PROFILE HOMETOWN RECIPES
77217981		June 28, 2007	USA	SPRY
77184558		May 18, 2007	USA	RELISH
77071815		December 27, 2006	USA	AMERICAN PROFILE MUSIC
76976986	2903801	September 14, 2001	USA	AMERICAN PROFILE
76415717	2795834	May 29, 2002	USA	HOMETOWN CONTENT
76413391	2697716	May 29, 2002	USA	AMERICAN PROFILE HOMETOWN CONTENT
76313673	2571429	May 21, 2002	USA	AMERICAN PROFILE
75616424	2480433	August 21, 2001	USA	AMERICAN PROFILE
75605315	2470169	July 17, 2001	USA	PUBLISHING GROUP OF AMERICA
77295320		October 3, 2007	USA	UPSTREET AUTO
77316704		October 30, 2007	USA	AMERICAN PROFILE PRESENTS
77383941		January 30, 2008	USA	WE MAKE REAL PEOPLE FAMOUS AND FAMOUS PEOPLE REAL
15095	76212			AMERICAN PROFILE PRESENTS COUNTRY GOSPEL FAVORITES

SCHEDULE I

The Company has granted exclusive licenses or rights to Relish or American Profile branded content under the following contracts:

- List Management and Marketing Agreement between the Company and List Services Corporation dated as of February 1, 2007
- Sales Data Agreement between the Company and Nielsen SoundScan, a Division of VNU Marketing Information, Inc. dated as of June 21, 2007
- Trademark License Agreement between the Company and Traveltime Services, Inc. dated as of May __, 2005
- Agreement between the Company and HarperCollins Publishers dated as of September 19, 2006
- Agreement between the Company and HarperCollins Publishers dated as of September 12, 2006

EXHIBIT I

SPECIAL POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that Publishing Group of America, Inc., a corporation formed under the laws of Tennessee, with its principal office at 341 Cool Springs Blvd., Suite 400, Franklin, Tennessee ("Borrower"), pursuant to a Trademark Collateral Agreement (as amended, restated or otherwise modified from time to time, the "Agreement"), hereby appoints and constitutes Wells Fargo Foothill, LLC, in its capacity as administrative agent, with offices at [] (the "Administrative Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Administrative Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

[remainder of page intentionally left blank]

Dated: _____, 2008

PUBLISHING GROUP OF AMERICA, INC.

By: _____

Name:

Title: