

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
Worth Media Group, LLC		05/30/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	VSS Mezzanine Partners, L.P.		
Street Address:	350 Park Avenue, 7th Floor		
Internal Address:	Attn: George Cole		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78314199	WEALTH IN PERSPECTIVE	
Serial Number:	74265625	WORTH	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 2:	Attn: Jean Paterson		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	608775		
NAME OF SUBMITTER:	Jean Paterson		

CH \$65.00 78314199

Signature:

/Jean Paterson/

Date:

06/12/2008

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WORTH MEDIA GROUP, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VSS MEZZANINE PARTNERS, L.P.

Internal

Address: GEORGE COLE

Street Address: 350 PARK AVENUE, 7TH FLOOR

City: NEW YORK CITY

State: NEW YORK

Country: USA Zip: 10022

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship DELAWARE
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MAY 30, 2008

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/314,199
74/265,625

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: LOEB & LOEB LLP

Internal Address: ATTN: DARRELL R. MITCHINER,

LEGAL ASSISTANT

Street Address: 345 PARK AVENUE

602775

City: NEW YORK CITY

State: NEW YORK Zip: 10154

Phone Number: 212 407-4915

Fax Number: 646 607-3304

Email Address: DMITCHINER@LOEB.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Darrell R. Mitchiner

Signature

JUNE 12, 2008

Date

DARRELL R. MITCHINER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS Intellectual Property Security Agreement, dated as of May ~~30~~, 2008, is made by Worth Media Group, LLC, a Delaware limited liability company ("Grantor"), in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Secured Note Purchase Agreement, dated as of November 13, 2007 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), among Sandow Media Holdings, Inc. ("Holdings"), the other companies from time to time party thereto (together with Holdings, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, the Purchasers purchased the notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Joinder Agreement dated as of May ~~30~~, 2008 made by Grantor in favor of the Administrative Agent, Grantor became a party to that certain Guaranty and Security Agreement dated as of November 13, 2007 in favor of the Administrative Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement; and

WHEREAS, Grantor acquired certain intellectual property from CurtCo Publishing, LLC ("CurtCo") pursuant to that certain (i) Asset Purchase Agreement dated as of February 11, 2008 entered into between Grantor and CurtCo and (ii) Assignment of Trademarks and Domain Names dated as of February 11, 2008 entered into between Grantor and CurtCo.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Purchasers, and grants to the Administrative Agent for the ratable benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "IP Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the assets described in subsection (a) above;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the assets described in subsections (a), (b) and (c) above, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Purchasers pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

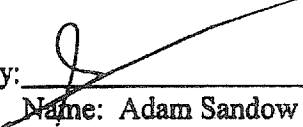
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

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

Very truly yours,


WORTH MEDIA GROUP, LLC

By: 
Name: Adam Sandow
Title: President

ACCEPTED AND AGREED
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By: 
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

A. DOMESTIC REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Applications #1 Filing Date</u>	<u>Registration #1 Registration Date</u>	<u>Status</u>
1. WEALTH IN PERSPECTIVE	78/314,199 10/15/03	3,05,6278 01/30/06	Registered Declaration of Continued Use due 01/30/12 Renewal due 01/30/16
2. WORTH	74/265,625 04/14/92	1,780,221 07/06/93	Registered Renewal due 7/6/13

B. FOREIGN REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

<u>Country</u>	<u>Applications #1 Filing Date</u>	<u>Registration #1 Registration Date</u>	<u>Status</u>
Brazil	828828849 11/06/06		Pending
Canada	797215 2/16/96	TMA454175 02/16/96	Registered Renewal due 02/16/11
China	5802484 12/22/06		Pending
European Community	005443131 11/06/06		Published
India	01501589 11/06/06		Pending

Japan	2006-102845 11/06/06		Pending
Korea	4020060056232 11/07/06		Pending
Russian Federation	2006731979 11/07/06		Pending
Singapore	T06/23817H 11/06/06	T06/23817H 03/09/07	Registered Renewal due 11/06/16
United Arab Emirates	902228 02/07/07		Pending

C. INTELLECTUAL PROPERTY LICENSES

None.

D. DOMAIN NAMES

<u>Domain Name</u>	<u>Expiration Date</u>
WEEKSWORTH.COM	6/14/2008
WORTH-MAG.COM	4/24/2008
WORTH-MAGAZINE.BIZ	11/18/2008
WORTH-MAGAZINE.COM	5/24/2008
WORTH-MEDIA.COM	4/24/2007
WORTH-PROPERTIES.COM	12/14/2008
WORTH.COM	11/14/2009
WORTHMILLION.COM	3/8/2009
WORTHADVISERS.COM	12/14/2008
WORTHCHARITIES.COM	8/7/2009

WORTHINVESTOREXCHANGE.COM	3/11/2009
WORTHINVESTORNETWORK.COM	3/11/2009
WORTHLUXURIES.COM	7/07/2008
WORTHMAG.TV	11/10/2008
WORTHMAGAZINE.COM	10/13/2008
WORTHMAGAZINE.TV	11/10/2008
WORTHMEDIA.COM	1/7/2009
WORTHPRIVATECAPITAL.COM	3/28/2009
WORTHPRIVATECAPITALNETWORK.COM	3/28/2009
WORTHPROPERTIES.NET	12/14/2008
WORTHREALTORS.COM	12/14/2008
WORTHSTUDIO.COM	11/29/2008
WORTHVACATIONS.COM	12/14/2008