

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Felix Dennis		06/18/2008	Individual: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Peter Godfrey
Street Address:	128 Beechside Avenue
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	Individual: UNITED STATES

Name:	Magcirc, LLC
Street Address:	PO Box 25259
City:	Christainsted
State/Country:	VIRGIN ISLANDS
Postal Code:	00824
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2296317	THE WEEK
Registration Number:	2948499	THE WEEK
Registration Number:	2529863	ALL YOU NEED TO KNOW ABOUT EVERYTHING THAT MATTERS

CORRESPONDENCE DATA

Fax Number: (212)813-5901
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-813-5900
 Email: anicolescu@fzlz.com

CH \$90.00 2296317

Correspondent Name: SUSAN UPTON DOUGLASS
Address Line 1: FROSS ZELNICK LEHRMAN & ZISSU, P.C.
Address Line 2: 866 UNITED NATIONS PLAZA
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	PETG 0811631
NAME OF SUBMITTER:	Susan Upton Douglass
Signature:	/anca nicolescu/
Date:	08/29/2008

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

AGREEMENT made on the 18th day of June, 2008 between Felix Dennis ("Debtor") of 9-11 Kingly Street, London W1B 5 PN and Peter Godfrey (Godfrey") of 128 Beechside Avenue, Westport, Connecticut 06880 and Magcirc, LLC, of PO Box 25259, Christainsted, US Virgin Islands 00824 ("Magiccirc"). Godfrey and Magcirc are hereinafter referred to collectively as the "Creditors").

R E C I T A L S :

A. Pursuant to the terms of that certain Additional Consideration Agreement of even date herewith between the Debtor and the Creditors (the "Additional Consideration Agreement"), Debtor has this day purchased from the Creditors certain shares in the capital of The Week Publications, Inc. A portion of the consideration (the "Additional Consideration") payable by the Debtor to the Creditors in connection with such purchase is comprised of a share of revenues to be derived by the Debtor in the future from the exploitation of those Marks identified in the First and Second Schedules attached hereto (and hereinafter collectively referred to as the "Marks").

B. Pursuant to this Agreement, the Debtor is granting to the Creditors a security interest in the Marks to secure all obligations of the Debtor under the Additional Consideration Agreement to the Creditors (the "Obligations").

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with Creditors as follows:

1. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Additional Consideration Agreement.
2. To secure the complete and timely satisfaction of the Debtor' Obligations, Debtor hereby collaterally assigns and conveys to Creditors a security interest in its entire right, title and interest in and to the Marks, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout

the world. The filing of this Security Agreement or any financing statement pertaining hereto as appropriate in each jurisdiction shall perfect Creditors' rights in and to the Marks as collateral for the Obligations.

3. Debtor covenants and warrants that:

a. The Marks are subsisting and have not been adjudged invalid or unenforceable;

b. To the best of Debtor's knowledge, each of the Marks is valid and enforceable;

c. No claim has been made that the use of any of the Marks does or may violate the rights of any third person;

d. Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and encumbrances; and

e. Debtor has the unqualified right to enter into this Agreement and perform its terms.

4. Debtor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Debtor's obligations under this Agreement, without Creditors' prior written consent.

5. If, before the Obligations shall have been satisfied in full, Debtor shall obtain any new trademarks which are derivative of or incorporate the Marks, Debtor shall give Creditors prompt written notice thereof and take all steps reasonably requested by Creditors to supplement this Agreement so that the provisions of paragraph 2 apply to such new Marks.

6. If Debtor shall default in its obligations under the Additional Consideration Agreement and such default shall continue past any applicable cure period provided therein, then, in addition to all other rights and remedies given it herein or in the Additional Consideration Agreement or under law, the rights and remedies of a secured party under the Uniform Commercial Code and any comparable law in the United Kingdom.

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7. At such time as Debtor shall completely satisfy all of the Obligations, this Agreement shall terminate and Creditors shall execute and deliver to Debtor all instruments as may be necessary or proper to remove the security interest on the Marks granted by this Agreement, which may be recorded by Debtor at Debtor's expense.

8. Debtor shall have the duty to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Marks. Any expense incurred in connection with the Marks shall be borne by Debtor.

9. No course of dealing between Debtor and Creditors, nor any failure to exercise, nor any delay in exercising, on the part of Creditors, any right, power or privilege hereunder or under any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. All of Creditors' rights and remedies with respect to the Marks, whether established hereby or by the Additional Consideration Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The consent of each Creditor shall be required for the exercise (or waiver) of any right of the Creditors hereunder and each Creditor shall have a 50% undivided interest in any proceeds or other benefits derived from the exercise of such right.

11. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. This Agreement is subject to modification only by a writing signed by each of the parties hereto.

13. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

14. Any and all notices, affidavits, directions and communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by facsimile transmission or by e-mail) or three (3) business days after being sent by recognized express courier service or deposited in the United States mails by Express Mail or registered mail, postage prepaid, addressed (or, in the case of facsimile or e-mail transmissions transmitted) to the parties at their respective addresses set forth above (or to such other address as a party may designate by notice to the other parties hereunder).

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first above written.

DEBTOR:



Felix Dennis

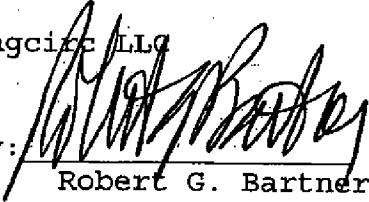
Creditors:



Peter Godfrey

Magcine LLC

By:



Robert G. Bartner

First and Second Schedules

Registrations of THE WEEK and variants

Image

Country

Trade Mark

Application/
Registration
Number

Application/
Registration
Date

Class(es)/
Goods & Services Specification

Date: 19/06/20

European Community
THE WEEK (WITH
STRAPLINE)

004356457

07/04/2006

09, 16, 41

Downloadable electronic publications; recordings of sounds and/or images in any media; prerecorded video and audio tapes; DVDs; compact disks; cassette tapes; magnetic media; video recording carriers; sound recording disks; strips and carriers; amusement apparatus adapted for use with television receivers and games and cartridges therefor; animated cartoons; binoculars; cameras; encoded magnetic cards; credit cards; debit cards; charge cards; film recordings; compasses; computer software, including downloadable computer software; data media; computer games software; mouse mats; portable telephones; phonograph records; rulers; photographic slides; smart cards; spectacle frames; sunglasses; cases for spectacles and sunglasses; video cassettes; video games cartridges; screensavers; background artwork for computer screens of electronic apparatus; downloadable images for display by electronic apparatus such as computers and mobile telephones; downloadable films; film clips, music and speech for use by electronic apparatus such as computers and mobile telephones; parts and fittings for the aforesaid goods.

Entertainment, education; providing of training; sporting and cultural activities; publishing services; entertainment information services; organisation of competitions; publication of magazines, newspapers, newsletters, periodicals, books and texts (other than publicity texts); providing on-line electronic publications (not downloadable); arranging and conducting of colloquiums, conferences, congresses, exhibitions, seminars, symposiums, workshops; providing casino facilities; rental of films; entertainment club services; education club services; game services provided on-line; gaming; presentation of live performances; production of radio and television programmes; production of shows; production of films; radio and television entertainment services; rental of sound recordings; rental of video recordings; operating chat rooms; publication of electronic magazines, newspapers, newsletters, periodicals and books on-line.

TRADEMARK

REEL: 003844 FRAME: 0787

Registrations of THE WEEK and variants

Image Country Trade Mark

Application/
Registration
Number

Application/
Registration
Date

Class(es)/
Goods & Services Specification

Date: 19/06/20

Magazines, newspapers, newsletters, periodicals, books, printed matter, drawing instruments, materials and pads; graphic prints; pens, pencils; pen cases, pencil cases; photograph; place mats; posters; postcards; decalcomanias; erasers, rulers; albums; bags of paper or plastics; loose-leaf binders; bookends; bookmarkers; calendars; greeting cards; comic books; flags; passport holders; paper knives; beer mats; paper napkins; note books; writing paper; paperweights; pictures; stencils; table cloths of paper; wrapping paper; parts and fittings for the aforesaid goods.

TRADEMARK

REEL: 003844 FRAME: 0788

Registrations of THE WEEK and variants

Date: 19/06/20

Image	Country	Trade Mark	Application/ Registration Number	Application/ Registration Date	Class(es)/ Goods & Services Specification
	European Community	THE WEEK QUARTERLY	0043889957	14/06/2006	09,16,41

Class 41:
 Entertainment; education; providing of training; sporting and cultural activities; publishing services; entertainment information services; organisation of competitions; publication of magazines, newspapers, newsletters, periodicals, books and texts (other than publicity texts); providing on-line electronic publications (not downloadable); arranging and conducting of colloquiums, conferences, congresses, exhibitions, seminars, symposiums, workshops; providing casino facilities; rental of films; entertainment club services; education club services; game services provided on-line; gaming; presentation of live performances; production of radio and television programmes; production of shows; production of films; radio and television entertainment services; rental of sound recordings; rental of video recordings; operating chat rooms; publication of electronic magazines, newspapers, newsletters, periodicals and books on-line.

Class 16:
 Magazines, newspapers, newsletters, periodicals, books, printed matter, drawing instruments, materials and pads; graphic prints; pens, pencils; pen cases, pencil cases; photographs; place mats; posters; postcards; decalcomanias; erasers, rulers; albums; bags of paper or plastics; loose-leaf binders; bookends; bookmarks; calendars; greeting cards; comic books; flags; passport holders; paper knives; bear mats; paper napkins; note books; writing paper; paperweights; pictures; stencils; table cloths of paper; wrapping paper, parts and fittings for the aforesaid goods.

TRADEMARK

REEL: 003844 FRAME: 0789

Registrations of THE WEEK and variants

Date: 19/06/20

Image	Country	Trade Mark	Application/ Registration Number	Application/ Registration Date	Class(es)/ Goods & Services Specification
	Portugal	THE WEEK	317346	11/03/1997	<p>Class 9: Downloadable electronic publications; recordings of sounds and/or images in any media; prerecorded video and audio tapes; DVDs; compact disks; cassette tapes; magnetic media; video recording carriers; sound recording disks, strips and carriers; amusement apparatus adapted for use with television receivers and games and cartridges therefor; animated cartoons; binoculars; cameras; encoded magnetic cards; credit cards; debit cards; charge cards; film recordings; compasses; computer software, including downloadable computer software; data media; computer games software; mouse mats; portable telephones; phonograph records; rulers; photographic slides; smart cards; spectacle frames; sunglasses; cases for spectacles and sunglasses; video cassettes; video games cartridges; screensavers; background artwork for computer screens of electronic apparatus; downloadable images for display by electronic apparatus such as computers and mobile telephones; downloadable films, film clips, music and speech for use by electronic apparatus such as computers and mobile telephones; parts and fittings for the aforesaid goods</p>
					<p>16 instructional materials, journals, magazines, newsletters, manuals and news bulletins regarding newsworthy stories, current domestic and international events, political, financial and economic developments, cultural and sports stories and reviews, consumer products, leisure activities, travel, real estate and items of general interest.</p>

TRADEMARK

REEL: 003844 FRAME: 0790

Registrations of THE WEEK and variants

Image	Country	Trade Mark	Application/ Registration Number	Application/ Registration Date	Class(es)/ Goods & Services Specification
	European Community	THE WEEK	005252382	16/05/2007	<p>09, 16, 38, 41</p> <p>Downloadable electronic publications; recordings of sounds and/or images in any media; prerecorded video and audio tapes; DVDs; compact disks; cassette tapes; magnetic media; video recording carriers; sound recording disks, strips and carriers; amusement apparatus adapted for use with television receivers and games and cartridges therefor; animated cartoons; binoculars; cameras; encoded magnetic cards, credit cards, debit cards, charge cards; film recordings; compasses; computer software, including downloadable computer software; data media; computer games software; mouse mats; portable telephones; phonograph records; rulers; photographic slides; smart cards; spectacle frames; sunglasses; cases for spectacles and sunglasses; video cassettes; video games cartridges; screensavers; background artwork for computer screens of electronic apparatus; downloadable images for display by electronic apparatus such as computers and mobile telephones; downloadable films, film clips, music and speech for use by electronic apparatus such as computers and mobile telephones; parts and fittings for the aforesaid goods.</p> <p>Magazines, newspapers, newsletters, periodicals, books, printed matter, drawing instruments, materials and pads; graphic prints; pens, pencils; pen cases, pencil cases; photographs; place mats; posters; postcards; decalcomanias; erasers, rulers; albums; bags of paper or plastics; loose-leaf binders; bookends; bookmarkers; calendars; greeting cards; comic books; flags; passport holders; paper knives; beer mats; paper napkins; note books; writing paper; paperweights; pictures; stencils; table cloths of paper; wrapping paper; parts and fittings for the aforesaid goods.</p>

Registrations of THE WEEK and variants

Image	Country	Trade Mark	Application/ Registration Number	Application/ Registration Date	Class(es)/ Goods & Services Specification
					<p>Entertainment; education; providing of training; sporting and cultural activities; publishing services; entertainment information services; organisation of competitions; publication of magazines, newspapers, newsletters, periodicals, books and texts (other than publicity texts); providing on-line electronic publications (not downloadable); arranging and conducting of colloquiums, conferences, congresses, exhibitions, seminars, symposiums, workshops; providing casino facilities; rental of films; entertainment club services; education club services; game services provided on-line; gaming; presentation of live performances; production of radio and television programmes; production of shows; production of films; radio and television entertainment services; rental of sound recordings; rental of video recordings; publication of electronic magazines, newspapers, newsletters, periodicals and books on-line.</p> <p>Operating chat rooms.</p>

TRADEMARK

REEL: 003844 FRAME: 0792

Canada:

Mark	Reg. No.	Reg. Date	Goods/services	Renewal Date
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THE WEEK	517,589	October 5, 1999	N/A (printed matter, publications)	October 5, 2014
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ALL YOU NEED TO KNOW ABOUT EVERYTHING THAT MATTERS

596,673	December 5, 2003	N/A (printed matter, magazines)	December 5, 2018
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United States:

Mark	Reg. No.	Reg. Date	Goods/services	Renewal Date
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THE WEEK 2,296,317 November 30, 1999 16 (magazines on a variety of topics) November 30, 2009

2,948,499 May 10, 2005 41 (radio and TV news programs) May 10, 2015

ALL YOU NEED TO KNOW ABOUT EVERYTHING THAT MATTERS

2,529,863 January 15, 2002 16 (magazines on a variety of topics) January 15, 2012

TRADEMARK

REEL: 003844 FRAME: 0794

RECORDED: 08/29/2008