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
Aspire Media Operations, LLC		03/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
Interweave Press, LLC		03/17/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	90 South 7th Street, MAC N9305-072
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1814924	PIECEWORK
Registration Number:	2502940	INTERWEAVE
Registration Number:	2502941	INTERWEAVE.COM
Registration Number:	2675735	QUILTING ARTS MAGAZINE
Registration Number:	3005111	STRINGING
Registration Number:	3090053	SPIN-OFF
Registration Number:	3132581	INTERWEAVE PRESS KNITSCENE
Registration Number:	3167717	INTERWEAVE KNITS
Registration Number:	3167774	BEADWORK CREATES
Registration Number:	3191438	
Registration Number:	3196783	INTERWEAVE CROCHET
Registration Number:	3219456	FIBERARTS

OP $365.00 1814924

Registration Number:	3221449	HANDWOVEN
Registration Number:	3223980	BEADWORK

CORRESPONDENCE DATA

Fax Number: (612)766-1600

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

Phone: 612-766-6911

Email: scarlson@faegre.com

Correspondent Name: Susan Carlson

Address Line 1: 90 South 7th Street, Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
Signature:	/e/ Susan Carlson
Date:	01/12/2009

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of March 17, 2008, is made by and among Aspire Media Operations, LLC, a Delaware limited liability company (the **"Borrower"**), and Interweave Press, LLC, a Delaware limited liability company (the **"Guarantor"** together with the Borrower, the **"Debtors"**), and Wells Fargo Bank, National Association, a national banking association, as administrative agent (in such capacity, the **"Secured Party"**) for the Lenders, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such Agreement, the **"Credit Agreement"**) dated September 1, 2006 among the Borrower, the Secured Party and various Lenders, as defined therein, the Lenders agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors of a Security Agreement (together with all amendments, modifications and restatements of such Agreement, the **"Security Agreement"**) dated September 1, 2006, pursuant to which the Debtors granted the Secured Party a security interest in substantially all of the Debtors' personal property.

As a further condition to making any advance under the Credit Agreement, the Lenders required the Borrower to agree that it would deliver to the Secured Party this Agreement.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the related documents and this Agreement, the parties hereby agree as follows:

1. Definitions.

All terms defined in the recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Event of Default" means (i) an Event of Default, as defined in the Credit Agreement, or (ii) any breach by any Debtor of any of its obligations under this Agreement.

"Obligations" means each and every debt, liability and other obligation of every type and description arising under or in connection with the Credit Agreement or any of the other Loan Documents which the Debtors or any other Obligor may now or at any time hereafter owe to the Secured Party, one or more Lenders or the Secured Party and one or more Lenders, whether such debt, liability or obligation now exists or is hereafter created or incurred, whether it is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several; excluding, however, any such debt, liability or obligation due or owing to any Lender which has not been issued pursuant to the Credit Agreement or otherwise expressly contemplated therein.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtors' right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including but not limited to the marks listed on Exhibit A.

2. Security Interest.

Each Debtor hereby confirms that, pursuant to the Security Agreement, it has granted the Secured Party a security interest in the Trademarks to secure payment of the Obligations. In addition, each Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the **"Security Interest"**), with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of such Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements.

The Debtors represent, warrant and agree as follows:

(a) ***Existence; Authority.*** Each Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and this Agreement has been duly and validly authorized by all necessary action on the part of such Debtor.

(b) ***Trademarks.*** Exhibit A accurately lists all Trademarks owned or controlled by the Debtors as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtors' or any Affiliate's business. If after the date hereof, the Debtors own or control any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtors' or any Affiliate's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtors shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) ***Affiliates.*** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by any Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right

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to have assigned to it any such items, then the Debtors shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtors; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a trademark security agreement substantially in the form of this Agreement.

(d) ***Title.*** One or more of the Debtors has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. One or more of the Debtors (i) will have, at the time such Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) ***No Sale.*** Except as permitted in the Credit Agreement, the Debtors will not mortgage, pledge, grant a security interest or lien against, or otherwise encumber the Trademarks, or any interest therein, without the Secured Party's prior written consent, which shall not be unreasonably withheld.

(f) ***Defense.*** Each Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens to the extent such Debtor determines, in its reasonable business judgment, that such action is necessary or desirable.

(g) ***Maintenance.*** Each Debtor will at its own expense maintain the Trademarks to the extent such Debtor determines is reasonably advisable in its business including, but not limited to, filing all trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Each Debtor covenants that it will not abandon or fail to pay any maintenance fee or annuity due and payable on any Trademark, or fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademark, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable. Notwithstanding anything in the foregoing to the contrary, none of the foregoing obligations shall apply to any Trademarks that any Debtor determines, in its reasonable business judgment are no longer necessary or desirable in the conduct of its business.

(h) ***Secured Party's Right to Take Action***. If any Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten calendar days after the Secured Party gives such Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of such Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

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(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtors shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by the Secured Party at the interest rate then in effect under the Credit Agreement.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 5, each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of that Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of that Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the applicable Debtor under this Section 3, or, necessary for the Secured Party, subject to and only after an occurrence and during the continuance of an Event of Default, to do any of the following: to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtors' Use of the Trademarks.

Each Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Remedies.

Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Security Agreement and other Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtors shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

6. Miscellaneous.

This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party and the Borrower. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided to the Borrower in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtors may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtors and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtors and delivered to the Secured Party, and the Debtors waive notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement shall be governed by the internal law of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

Signature Pages Follow

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

ASPIRE MEDIA OPERATIONS, LLC

By: _____
Name: Clay Hall
Title: CEO

INTERWEAVE PRESS, LLC

By: _____
Name: Clay Hall
Title: CEO

STATE OF Colorado)
)
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 17th day of March, 2008 by Clay Hall, the CEO of Aspire Media Operations, LLC, a Delaware limited liability company, on behalf of the company.

MARY E. TEACH
NOTARY PUBLIC
STATE OF COLORADO

Mary E Teach
Notary Public

Comm Exp: 6/1/2010

STATE OF Colorado)
)
COUNTY OF Larimer)

The foregoing instrument was acknowledged before me this 17th day of March, 2008 by Clay Hall, the CEO of Interweave Press, LLC, a Delaware limited liability company, on behalf of the company.

MARY E. TEACH
NOTARY PUBLIC
STATE OF COLORADO

Mary E Teach
Notary Public

Comm Exp: 6/1/2010

Signature Page to Trademark Security Agreement

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: David Nussbaum
Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

~~STATE OF~~ _____)
)
COUNTY OF Suffolk)

The foregoing instrument was acknowledged before me this 29th day of May, 2008 by David Nussbaum, the Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

_____
Notary Public

REBECCA J. SHANNON
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires Oct. 03, 2008

Signature Page to Trademark Security Agreement

Exhibit A

TRADEMARKS

Registrations

Registered Mark	Owner	Registration or Application Number	Date
PieceWork	Interweave Press, LLC	1,814,924	1/9/2004
Interweave & Interweave.com	Interweave Press, LLC	~~2,501,376~~ 2,502,940 ; 2,502,941	10/30/2001
Quilting Arts Magagine	Interweave Press, LLC	2,675,735	1/13/2003
Stringing	Interweave Press, LLC	3,005,111	10/4/2005
Spin-Off	Interweave Press, LLC	3,090,053	5/9/2006
Interweave Press Knitscene	Interweave Press, LLC	3,132,581	08/22/2006
Interweave Knits	Interweave Press, LLC	3,167,717	11/7/2006
Beadwork Creates	Interweave Press, LLC	3,167,774	11/7/2006
IWP Logo Design	Interweave Press, LLC	3,191,438	1/2/2007
Interweave Crochet	Interweave Press, LLC	3,196,783	1/9/2007
Fiberarts	Interweave Press, LLC	3,219,456	3/20/2007
Handwoven	Interweave Press, LLC	3,221,449	3/27/2007
Beadwork	Interweave Press, LLC	3,223,980	4/3/2007

Applications

Unregistered Marks