

**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
F+W Media, Inc. (formerly known as F&W Publications, Inc., formerly known as New Publishing Acquisition, Inc.)		02/11/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1305863	SOUTHWEST ART
Registration Number:	1305865	SOUTHWEST ART
Registration Number:	2634637	ART SOURCE
Registration Number:	2634636	SOUTHWEST ART'S ART SOURCE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7976  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Mindy M. Lok, Esq.  
 Address Line 1: Simpson Thacher & Bartlett LLP  
 Address Line 2: 425 Lexington Avenue  
 Address Line 4: New York, NEW YORK 10017

OP \$115.00 1305863

ATTORNEY DOCKET NUMBER:	509265/1137
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	02/19/2009
Total Attachments: 7 source=FW209TJP#page1.tif source=FW209TJP#page2.tif source=FW209TJP#page3.tif source=FW209TJP#page4.tif source=FW209TJP#page5.tif source=FW209TJP#page6.tif source=FW209TJP#page7.tif	

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February 11, 2009 is made by F+W Media, Inc. (formerly known as F&W Publications, Inc., formerly known as New Publishing Acquisition, Inc.), a Delaware corporation, located at 4700 East Galbraith Road, Cincinnati, Ohio 45236 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 5, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, New Publishing Holdings, LLC, the Lenders, the Agent, and Credit Suisse, Cayman Islands Branch, as syndication agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of August 5, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a first lien, continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has acquired the Trademarks pursuant to the Asset Exchange Agreement dated as of December 30, 2008 by and between the Borrower and Cruz Bay Publishing, Inc., a Delaware corporation, and pursuant to the Guarantee and Collateral Agreement, the Borrower is required to pledge and grant a first lien on the Trademarks to the Agent for the benefit of the Agent and the Lenders as after-acquired Collateral; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

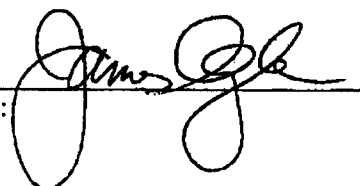
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

F+W MEDIA, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

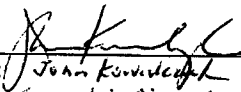
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

F+W MEDIA, INC.

By: \_\_\_\_\_  
Name:  
Title:  
Date:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

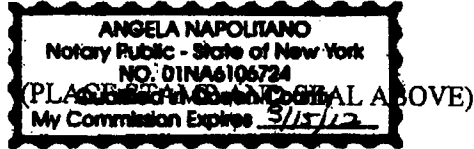
By:   
Name: John Kundert  
Title: Executive Director  
Date: 2/18/09

ACKNOWLEDGMENT OF BORROWER

STATE OF New York )  
 ) ss  
COUNTY OF Queens )

On the 11 day of February, 2009, before me personally came James Ogle, who is personally known to me to be the CFO of F+W Media, Inc. (formerly known as F&W Publications, Inc., formerly known as New Publishing Acquisition, Inc.), a Delaware corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

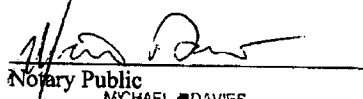
Angela Napolitano  
Notary Public



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF NEW YORK     )  
                                  ) ss:  
COUNTY OF NEW YORK )

On the 18 day of February, 2009, before me personally came John Kowalczyk, who is personally known to me to be the \_\_\_\_\_ of JPMorgan Chase Bank, N.A, a national banking association; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public  
MICHAEL DAVIES  
NOTARY PUBLIC, State of New York  
No. 01 DA 6159215  
Qualified in Suffolk County  
Certificate Filed in New York County  
Commission Expires January 16, 2011  
(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
SOUTHWEST ART	1,305,863
SOUTHWEST ART (Stylized)	1,305,865
ART SOURCE	2,634,637
SOUTHWEST ART'S ART SOURCE (Stylized)	2,634,636