

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - First Lien

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.)		03/25/2009	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: 16

Property Type	Number	Word Mark
Registration Number:	3107254	ARTIST'S SKETCHBOOK
Registration Number:	3418044	COLLECT.COM FIND WHAT YOU KEEP
Registration Number:	3438862	EVERYTHING KIDS'
Registration Number:	3429265	EVERYTHING PARENT'S GUIDE
Registration Number:	3481583	I CAN DO THAT
Registration Number:	3289883	IDEAS TO GROW YOUR BUSINESS
Registration Number:	3400875	IMPACT
Registration Number:	3400856	I IMPACT
Registration Number:	3096764	PLATINUM PRESS
Registration Number:	3199524	P PLATINUM PRESS
Registration Number:	3155001	POLKA DOT PRESS
Registration Number:	3155000	POLKA DOT PRESS

OP \$415.00 3107254

Registration Number:	3088510	PROVENANCE PRESS
Registration Number:	3083799	P PROVENANCE PRESS
Registration Number:	3364367	SCRAPBOOK RETAILER
Registration Number:	3091780	WOODWORKING MAGAZINE

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

ATTORNEY DOCKET NUMBER:	509265/1137
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	03/30/2009

Total Attachments: 7
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 25, 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.

WITNESSETH:

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 that Borrower now owns or acquires any right, title or interest to in the future, including the Trademarks; 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.

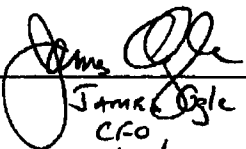
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee 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: James Ogle
Title: CFO
Date: 3/25/09

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:
Title: John G. Kowalczyk
Executive Director
Date: 3/26/09

ACKNOWLEDGMENT OF BORROWER

STATE OF Wisconsin)
) ss
COUNTY OF Waupaca)

On the 25 day of March, 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 CFO 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.


Notary Public 7-3-2011

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) SS
COUNTY OF New York)

On the 26th day of March, 2009, before me personally came John Kamalawa, who is personally known to me to be the Executive Director of JPMorgan Chase Bank, N.A, a national banking association; who, being duly sworn, did depose and say that she/he is the Executive Director 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.

Edeline C. Forley
Notary Public
EDELINE C. FORLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

(PLACE STAMP AND SEAL ABOVE)

Grant of Security Interest in Trademark Rights

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
ARTIST'S SKETCHBOOK	3,107,254
COLLECT.COM FIND WHAT YOU KEEP AND DESIGN	3,418,044
EVERYTHING KIDS'	3,438,862
EVERYTHING PARENT'S GUIDE	3,429,265
I CAN DO THAT	3,481,583
IDEAS TO GROW YOUR BUSINESS	3,289,883
IMPACT	3,400,875
I IMPACT	3,400,856
PLATINUM PRESS	3,096,764
P PLATINUM PRESS AND DESIGN	3,199,524
POLKA DOT PRESS	3,155,001
POLKA DOT PRESS AND DESIGN	3,155,000
PROVENANCE PRESS	3,088,510
P PROVENANCE PRESS AND DESIGN	3,083,799
SCRAPBOOK RETAILER	3,364,367
WOODWORKING MAGAZINE	3,091,780