

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--------------------------------------|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Intellectual Property Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| InSync Media Group, LLC | | 09/16/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | VSS Mezzanine Partners, L.P. | | |
| Street Address: | 350 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2207269 | INSYNC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)896-5678 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 312/464-3135 | | |
| Email: | msmolucka@loeb.com | | |
| Correspondent Name: | Michael J. McIsaac / Loeb & Loeb LLP | | |
| Address Line 1: | 345 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10054 | | |
| ATTORNEY DOCKET NUMBER: | 207332-10007 | | |
| NAME OF SUBMITTER: | Mary Ann Smolucka | | |
| Signature: | /s/ Mary Ann Smolucka | | |
| Date: | 10/29/2009 | | |

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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS Intellectual Property Security Agreement, dated as of September 16, 2009, is made by InSync 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 September 16, 2009 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 World Publications, Inc. ("WPI") and InSync, Inc. ("InSync") pursuant to that certain (i) Asset Purchase Agreement dated as of June 27, 2008 entered into among Grantor, WPI and InSync and (ii) Assignment of Trademarks and Copyrights dated as of June 27, 2008 entered into among Grantor, WPI and InSync.

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;

(d) all of its Copyright and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals, reversions and extensions of the assets described in subsection (d) above; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, 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, Copyrights, and all 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.

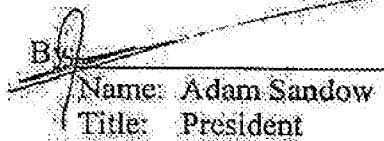
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

INSYNC MEDIA GROUP, LLC


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

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,


INSYNC 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>Application/ Filing Date</u> | <u>Registration/ Registration Date</u> | <u>Status</u> |
|-------------|-------------------------------------|--|---------------|
| INSYNC | | 2,207,269 12/01/1998 | Registered |

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

A. DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS

| <u>Mark</u> | <u>Application/ Filing Date</u> | <u>Registration/ Registration Date</u> | <u>Status</u> |
|-------------|-------------------------------------|--|---------------|
| N/A | | | |