

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Modern Luxury Media, LLC		12/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	NewStar Financial, Inc., as Administrative Agent
Street Address:	500 Boylston Street, Suite 1600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Serial Number:	78947855	DALLAS LIFE
Serial Number:	78589248	WASHINGTON CONFIDENTIAL
Serial Number:	78556145	DC CONFIDENTIAL
Serial Number:	78530868	CHICAGO CONFIDENTIAL
Serial Number:	78468813	SAN DIEGO CONFIDENTIAL
Serial Number:	78429263	SAN FRANCISCO CONFIDENTIAL
Serial Number:	78429214	DALLAS CONFIDENTIAL
Serial Number:	78418048	DALLAS MODERN LUXURY
Registration Number:	3640632	BEST OF THE CITY
Registration Number:	3574243	MANHATTAN
Registration Number:	3640285	MODERN LUXURY HAWAI'I
Registration Number:	3312465	CS
Registration Number:	3295923	MIAMI
Registration Number:	3428194	HOUSTON MODERN LUXURY

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Registration Number:	3291683	MODERN LUXURY DALLAS
Registration Number:	3160730	ATLANTA LIFE
Registration Number:	3214229	ATLANTA STYLE
Registration Number:	3263505	THE ATLANTAN
Registration Number:	3482720	DC
Registration Number:	3328115	HOUSTON MONTHLY MAGAZINE
Registration Number:	3143679	HOUSTON CONFIDENTIAL
Registration Number:	3083945	LAKE SHORE DRIVE
Registration Number:	3086832	NAPA SONOMA
Registration Number:	3226063	HOUSTON MONTHLY MAGAZINE
Registration Number:	3226064	OC CONFIDENTIAL
Registration Number:	2945402	CHICAGO CONFIDENTIAL
Registration Number:	3140606	THE MEN'S BOOK
Registration Number:	2641072	RIVIERA
Registration Number:	2684331	FRONT DESK MAGAZINE
Registration Number:	2693696	MODERN LUXURY
Registration Number:	2338478	CHICAGO SOCIAL
Registration Number:	2310088	ANGELENO

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-951-8075  
Email: shannon.mcguire@bingham.com  
Correspondent Name: Shannon McGuire  
Address Line 1: One Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Shannon L. McGuire
Signature:	/SLM/
Date:	12/15/2009

Total Attachments: 10  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 14, 2009, is entered into by and between **MODERN LUXURY MEDIA, LLC**, a Delaware limited liability company (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **NEWSTAR FINANCIAL, INC.**, as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the "**Administrative Agent**").

**Statement of Facts**

A. Pursuant to the Credit Agreement, dated as of December 14, 2009, by and among MLM Holding Corporation, LLC, a Delaware corporation ("**Parent Company**"), Modern Luxury Media, LLC, a Delaware limited liability company ("**Borrower**"), the several financial institutions from time to time party to the Credit Agreement as lenders thereunder (collectively, "**Lenders**", and, individually, a "**Lender**"), and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make Credit Extensions to the Borrower.

B. Upon the terms contained in the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "**Intellectual Property**" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

- (i) all of its Marks referred to in the Schedule hereto;
- (ii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each of such Marks; and
- (iii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for

past, present or future (A) infringement or dilution of any of such Marks, and (B) injury to any goodwill associated with any of such Marks.

(b) **“Credit Agreement”** shall have the meaning given to such term in the Statement of Facts above.

(c) **“Excluded Property”** shall mean any lease, license, contract, property right or agreement to which the Grantor is party, or any license, consent, permit, variance, certification, authorization or approval of any Governmental Authority (or any Person acting on behalf of any Governmental Authority) of which the Grantor is the owner or beneficiary, or any of its rights or interests thereunder, if and for so long as the grant of such security interest shall result in (1) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein, or (2) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement, or any such license, consent, permit, variance, certification, authorization or approval (other than, in any case, under subclause (1) or subclause (2) to the extent that any such result would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction or any other applicable law or principles of equity).

(d) **“Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or the Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the New Money Revolving Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property. Notwithstanding the foregoing, the Intellectual Property (as that term is used herein) shall not include any Excluded Property; provided, however, that all Proceeds of any and all Excluded Property shall in any event constitute Intellectual Property in which the Administrative Agent shall have a security interest and Lien for the benefit of Secured Parties to the extent such Proceeds do not constitute Excluded Property.

3. **Representations and Warranties.** The Grantor represents and warrants to the Administrative Agent that, as of the date hereof, the Grantor does not have any ownership interest in, or title to, any registered Marks or Mark applications, except as set forth in the

Schedule hereto, and the Grantor does not have any ownership interest in, or title to, any Patent, Patent application, registered Copyright or Copyright application. This Intellectual Property Security Agreement is effective to create valid and continuing security interests in and Liens upon, and, upon the recording hereof with the United States Patent and Trademark Office, and the filing of appropriate financing statements in the State of Delaware, perfected Liens in favor of the Administrative Agent on, the Grantor's Marks, to the extent such perfection can be achieved by making such filings; and such perfected security interests and Liens shall be enforceable as such as against any and all creditors of or purchasers from the Grantor.

4. **Security Agreement.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to Applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

6. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Security Agreement.

7. **Termination.** Subject always to Section 5 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the

Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

8. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 AND SECTION 10.15 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

9. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lenders for all of the reasonable costs and expenses thereof on demand by the Administrative Agent.

10. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

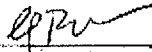
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**\*\*Signature Page to Intellectual Property Security Agreement (New Money) Follows\*\***

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

MODERN LUXURY MEDIA, LLC

By:   
Name: Michael B. Kong  
Title: Chief Executive Officer

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By: \_\_\_\_\_  
Name: Robert F. Milordi  
Title: Managing Director

\*\*\*Signature Page to Intellectual Property Security Agreement (New Money)\*\*\*

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IN WITNESS WHEREOF, the Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

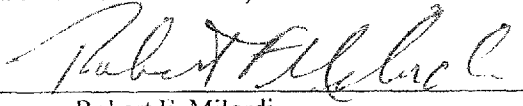
**The Grantor:**

**MODERN LUXURY MEDIA, LLC**

By: \_\_\_\_\_  
Name: Michael B. Kong  
Title: Chief Executive Officer

**The Administrative Agent:**

**NEWSTAR FINANCIAL, INC.**

By:  \_\_\_\_\_  
Name: Robert F. Milordi  
Title: Managing Director

\*\*\*Signature Page to Intellectual Property Security Agreement (New Money)\*\*\*

**SCHEDULE**

to

**MODERN LUXURY MEDIA, LLC**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**A. TRADEMARK APPLICATIONS.**

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached Annex A.

**B. TRADEMARK REGISTRATIONS.**

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
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See attached Annex B.

ANNEX A

to

SCHEDULE

to

MODERN LUXURY MEDIA, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>File Date</u>
DALLAS LIFE (Block Letters)	78-947855	08/08/2006
WASHINGTON CONFIDENTIAL (Block Letters)	78-589248	03/17/2005
DC CONFIDENTIAL (Block Letters)	78-556145	01/28/2005
CHICAGO CONFIDENTIAL (Block Letters)	78-530868	12/10/2004
SAN DIEGO CONFIDENTIAL (Block Letters)	78-468813	08/17/2004
SAN FRANCISCO CONFIDENTIAL (Block Letters)	78-429263	06/03/2004
DALLAS CONFIDENTIAL (Block Letters)	78-429214	06/03/2004
DALLAS MODERN LUXURY (Block Letters)	78-418048	05/13/2004

ANNEX B

to

SCHEDULE

to

MODERN LUXURY MEDIA, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Application Number</u>	<u>File Date</u>
BEST OF THE CITY (Block Letters)	3640632	06/16/2009
MANHATTAN (Block Letters)	3574243	02/10/2009
MODERN LUXURY HAWAII (Block Letters)	3640285	06/16/2009
CS (Stylized)	3312465	10/16/2007
MIAMI (Block Letters)	3295923	10/18/2007
HOUSTON MODERN LUXURY (Block Letters)	3428194	05/13/2008
MODERN LUXURY DALLAS (Block Letters)	3291683	09/11/2007
ATLANTA LIFE (Block Letters)	3160730	10/17/2006
ATLANTA STYLE (Block Letters)	3214229	02/27/2007

THE ATLANTAN (Block Letters)	3263505	07/10/2007
DC (Stylized)	3482720	08/05/2008
HOUSTON MONTHLY MAGAZINE (Block Letters)	3328115	10/30/2007
HOUSTON CONFIDENTIAL (Block Letters)	3143679	09/12/2006
LAKE SHORE DRIVE (Block Letters)	3083945	04/18/2006
NAPA SONOMA (Block Letters)	3086832	04/25/2006
HOUSTON MONTHLY MAGAZINE (Block Letters)	3226063	04/03/2007
OC CONFIDENTIAL (Block Letters)	3226064	04/03/2007
CHICAGO CONFIDENTIAL (Block Letters)	2945402	04/26/2005
THE MEN'S BOOK (Block Letters)	3140606	09/05/2006
RIVIERA	2641072	10/22/2002
FRONT DESK MAGAZINE (Block Letters)	2684331	02/04/2003
MODERN LUXURY	2693696	03/04/2003
CHICAGO SOCIAL (Block Letters)	2338478	04/04/2000
ANGELENO	2310088 75-628153	01/18/2000 01/27/1999