

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
Hoffman Media, LLC		12/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ServisFirst Bank
Street Address:	3300 Cahaba Road, Suite 300
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35223
Entity Type:	banking corporation: ALABAMA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3042999	SOUTHERN BABY
Registration Number:	3107936	TASTE OF THE SOUTH
Registration Number:	3101781	SOUTHERN LADY PRESENTS SOUTHERN BABY
Registration Number:	2875787	TEATIME
Registration Number:	2946537	SOUTHERN LADY PRESENTS TEATIME
Registration Number:	2413624	SAMPLER & ANTIQUE NEEDLEWORK QUARTERLY
Registration Number:	2588905	SOUTHERN LADY
Registration Number:	2148897	JUST CROSSSTITCH
Registration Number:	1727585	JUST CROSSSTITCH
Registration Number:	2492588	SEW BEAUTIFUL
Serial Number:	77846600	SIMPLY SOUTHERN
Serial Number:	77634100	PHYLLIS HOFFMAN CELEBRATE

CORRESPONDENCE DATA

900151155

**TRADEMARK
 REEL: 004123 FRAME: 0819**

OP \$315.00 3042999

Fax Number: (615)248-3040
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615/252-3552
Email: mward@babco.com
Correspondent Name: Mary Ward
Address Line 1: 1600 Division Street Suite 700
Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	S0302-105935
NAME OF SUBMITTER:	Mary Ward
Signature:	/maryward/
Date:	01/04/2010

Total Attachments: 8
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December ²², 2009, by **HOFFMAN MEDIA, LLC**, a Delaware limited liability company (the "Assignor"), in favor of **SERVISFIRST BANK**, an Alabama banking corporation (the "Bank"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in that certain Credit Agreement of even date herewith among Assignor, Hoffman Media, Inc. (Assignor and Hoffman Media, Inc. hereinafter referred to collectively as the "Borrowers") and Bank (as the same may be amended from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, Borrowers have requested that Bank make available certain credit facilities to Borrowers pursuant to the Credit Agreement; and

WHEREAS, Bank is willing to make said credit facilities available to Borrowers on condition that, among other things, Assignor executes and deliver to Bank this Agreement; and

WHEREAS, Assignor desires to execute and deliver in favor of Bank this Agreement for the purposes and on the terms hereinafter stated;

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Assignor hereby agrees with Bank as follows:

1. To secure the payment and performance of the Obligations, Assignor hereby pledges, assigns and grants to Bank a continuing security interest in and Lien upon all of the following property of Assignor, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):

(a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, and other intellectual property of Assignor, including, without limitation, the registered United States trademarks, issued United States patents, United States trademark applications, and United States patent applications (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks");

(b) The goodwill of Assignor's business connected with and symbolized by the Patents and Trademarks; and

- (c) All proceeds of the foregoing.
2. Assignor represents and warrants that:
- (a) As of the date hereof, each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable;
 - (b) Except as set forth in Schedule 2(b), as of the date hereof, no claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person; and
 - (c) Assignor has the unqualified right to enter into this Agreement and perform its terms.
3. Assignor covenants and agrees that:
- (a) Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
 - (b) Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation (provided such mark is still in use), filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6th) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other legal requirements for maintaining the validity and enforceability of the Patents and Trademarks.
4. Assignor agrees that, until all of the Obligations have been satisfied in full, Assignor will not enter into any agreement (including, without limitation, any license agreement) with respect to the Patents and Trademarks that is inconsistent with Assignor's duties under this Agreement.
5. If, before the Obligations have been satisfied in full, Assignor obtains the ownership rights to any new issued patents and/or registered trademarks, United States trademark application, or United States patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Assignor shall give Bank prompt notice thereof in writing. Assignor authorizes Bank to modify this Agreement by amending Schedule A to include any future issued patents and/or registered trademarks and United States patent applications and/or United States trademark applications within the definition of Patents and Trademarks under paragraph 2 hereof.

6. Upon and at any time after the occurrence of an Event of Default, Bank shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable Laws.

7. Assignor hereby makes, constitutes and appoints Bank (and any officer or agent of Bank as Bank may select) as Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur: (i) endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone else. Assignor hereby ratifies all such actions on the part of Bank acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Credit Agreement has been terminated.

8. Assignor shall notify Bank in writing of infringements detected related to the Patents and Trademarks. Assignor shall have the duty to do any and all acts which are commercially reasonable and deemed necessary or desirable by Bank to preserve and maintain all rights in the Patents and Trademarks until the Obligations shall have been paid in full. Any expenses incurred in connection with the Patents and Trademarks applications or proceedings shall be borne by Assignor. Assignor shall not abandon any registered trademark or issued patent without the consent of Bank.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, Bank shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Assignor shall at the request of Bank do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Bank to aid such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred in the exercise of Bank's rights under this paragraph 9. Nothing herein shall be deemed to prohibit Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Bank declines to institute such suit.

10. If Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable Law, Bank may do so in Assignor's name or in Bank's name, and Assignor agrees to reimburse Bank in full for all reasonable expenses, including Attorneys' Fees, incurred by Bank in prosecuting, defending or maintaining the Patents and Trademarks or Bank's interest therein pursuant to this Agreement.

11. All of Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any

right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN BIRMINGHAM, JEFFERSON COUNTY, ALABAMA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ALABAMA.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

* * * * *

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

HOFFMAN MEDIA, LLC,
a Delaware limited liability company

By: G. Marc Neas
Its: EVP / CFO

ACCEPTED BY:

SERVISFIRST BANK,
an Alabama banking corporation

By: [Signature]
Its: Vice President

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that G. Marc Neas, whose name as EVP / CFO of Hoffman Media, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he, as such EVP / CFO and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 30th day of December, 2009.

Jamie A Mathews [SEAL]
Notary Public
My Commission Expires: 2/9/13

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Nic Balanis, whose name as Vice President of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, (s)he/, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 30th day of December, 2009.

Jamie A Mathews [SEAL]
Notary Public
My Commission Expires: 2/9/13

SCHEDULE A

ISSUED UNITED STATES PATENTS AND UNITED STATES PATENT APPLICATIONS

None

REGISTERED UNITED STATES TRADEMARKS

Reg. No.	Mark	Registered	Reg. Date
3,042,999	SOUTHERN BABY	Hoffman Media, LLC	1/10/2006
3,107,936	TASTE OF THE SOUTH	Hoffman Media, LLC	6/20/2006
3,101,781	SOUTHERN LADY PRESENTS SOUTHERN BABY	Hoffman Media, LLC	6/6/2006
2,875,787	TEATIME	Hoffman Media, LLC	8/17/2004
2,946,537	SOUTHERN LADY PRESENTS TEATIME	Hoffman Media, LLC	5/3/2005
2,413,624	SAMPLER & ANTIQUE NEEDLEWORK QUARTERLY	Hoffman Media, LLC	12/19/2000
2,588,905	SOUTHERN LADY	Hoffman Media, LLC	7/2/2002
2,148,897	JUST CROSSSTITCH	Hoffman Media, LLC	4/7/1998
1,727,585	JUST CROSSSTITCH	Hoffman Media, LLC	10/27/1992
2,492,588	SEW BEAUTIFUL	Martha Pullen Company, Inc.	9/25/2001

UNITED STATES TRADEMARK APPLICATIONS

Serial No.	Mark	Applicant	Filing Date
77/846,600	SIMPLY SOUTHERN	Hoffman Media, LLC	10/12/2009
77/634,100	PHYLLIS HOFFMAN CELEBRATE	Hoffman Media, LLC	12/16/2008

SCHEDULE 2(b)

CLAIMS RE: VIOLATION OF RIGHTS OF THIRD PERSONS

The trademark application PHYLLIS HOFFMAN CELEBRATE for magazines in the field of home and garden decorating, cooking, craft projects and home and special occasion entertaining is currently the subject of an opposition proceeding at the Trademark Trial and Appeal Board and a civil suit in the Arkansas federal court alleging infringement of the registered U.S. trademark CELEBRATE, which is owned by Celebrate Publishing Group, Inc. for a regional magazine published periodically that features information concerning the quality of life through articles, commentaries and advertisements regarding people, places, events and businesses.