

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
Library Journals, LLC		02/26/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeport Financial LLC, as Agent		
Street Address:	500 W. Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1479610	LIBRARY HOTLINE	
Registration Number:	0393904	LIBRARY JOURNAL	
Registration Number:	2878918	LIBRARY JOURNAL	
Registration Number:	2377578	LIBRARY JOURNAL'S ACADEMIC NEWSWIRE	
Registration Number:	2641904	NET CONNECT	
Registration Number:	3438813	CURRICULUM CONNECTIONS	
Registration Number:	1711602	SCHOOL LIBRARY JOURNAL	
Registration Number:	3440489	CRITICAS	
Registration Number:	2568709	CRITICAS	
Registration Number:	3377499	CRITICAS CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

CH \$265.00 1479610

900155861

**TRADEMARK
 REEL: 004158 FRAME: 0138**

Phone: 312-993-2698
Email: magdalini.rizakos@lw.com
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins
Address Line 1: 233 South Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	03/01/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2010, by LIBRARY JOURNALS, LLC, a Delaware limited liability company, ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 18, 2007 by and among Media Source, Inc., a Delaware corporation ("Borrower"), the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Loan Parties;

WHEREAS, Grantor is party to that certain Security Agreement dated as of April 18, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

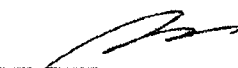
infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBRARY JOURNALS, LLC

By: 
Name: Peter C. Tsang
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBRARY JOURNALS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL, LLC

By:  _____
Name: Matthew M. Gerdes
Title: Managing Director

[Signature Page to Trademark Security Agreement]

Mark (Profile Name)	Reg. Owner	Country Name	Class(es)	Application #	App. Date	Registration #	Reg. Date	TM Status
LIBRARY HOTLINE	Reed Elsevier Properties Inc.	United States of America (USA)	16	73675172	7/28/1987	1479610	3/8/1988	Registered
LIBRARY JOURNAL	Reed Elsevier Properties Inc.	United States of America (USA)	16	71446728	9/2/1941	393904	3/10/1942	Registered
LIBRARY JOURNAL	Reed Elsevier Properties Inc.	United States of America (USA)	41	76544575	9/3/2003	2878918	8/31/2004	Registered
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	42	6211867	8/9/2007			Pending/Allow to Lapse
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	41	6211868	8/9/2007			Pending/Allow to Lapse
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	16	6211869	8/9/2007			Pending Application
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	9	6211870	8/9/2007			Pending/Allow to Lapse
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	42 Refile of 6211867	7715837	9/22/2009			Pending Application
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	41 Refile of 6211867	7715838	9/22/2009			Pending Application
LIBRARY JOURNAL <stylized>	Reed Elsevier Properties Inc.	China (People's Republic of)	9 Refile of 6211870	7630853	8/19/2009			Pending Application
LIBRARY JOURNAL'S ACADEMIC NEWSWIRE	Reed Elsevier Properties Inc.	United States of America (USA)	42	75803346	9/20/1999	2377578	8/15/2000	Registered
NET CONNECT	Reed Elsevier	United	16	76202362	1/30/2001	2641904	10/29/2002	Registered

	Properties Inc.	States of America (USA)											
CURRICULUM CONNECTIONS	Reed Elsevier Properties Inc.	United States of America (USA)	16	77020535	10/13/2006	3438813	6/3/2008	Registered					
SCHOOL LIBRARY JOURNAL	Reed Elsevier Properties Inc.	China (People's Republic of)	42	8232728	8/21/2007			Pending Application					
SCHOOL LIBRARY JOURNAL	Reed Elsevier Properties Inc.	China (People's Republic of)	16	6232727	8/21/2007			Pending Application					
SCHOOL LIBRARY JOURNAL	Reed Elsevier Properties Inc.	United States of America (USA)	16	74121890	12/10/1990	1711602	9/1/1992	Registered					
CRITICAS	Reed Elsevier Properties Inc.	United States of America (USA)	16	77317763	10/31/2007	3440489	6/3/2008	Registered					
CRITICAS	Reed Elsevier Properties Inc.	United States of America (USA)	16	76279818	7/5/2001	2568709	5/7/2002	Registered					
CRITICAS CONNECTION	Reed Elsevier Properties Inc.	United States of America (USA)	9	77158679	4/17/2007	3377499	2/5/2008	Registered					