

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cruz Bay Publishing, Inc.		02/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	One CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2239462	SPIN TO WIN
Registration Number:	3457014	SPIN TO WIN RODEO MAGAZINE
Registration Number:	3188339	THE TRAIL RIDER
Registration Number:	2349134	HORSE JOURNAL/THE PRODUCT, CARE AND SERVICE GUIDE FOR PEOPLE WHO LOVE HORSES
Registration Number:	1897498	DRESSAGE TODAY
Registration Number:	1907322	DRESSAGE TODAY
Registration Number:	2758304	EQUINE.COM
Registration Number:	1991191	EQUUS
Registration Number:	1988480	EQUUS
Registration Number:	1518894	HORSE & RIDER
Registration Number:	1661696	PRACTICAL HORSEMAN

CORRESPONDENCE DATA

Fax Number: (617)227-4420

900161427

**TRADEMARK
 REEL: 004199 FRAME: 0514**

CH \$290.00 2239462

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-239-0310
Email: jdavis@eapdlaw.com
Correspondent Name: Jessica Davis
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Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666.0215
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	05/05/2010

Total Attachments: 7
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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 23, 2010, by **CRUZ BAY PUBLISHING, INC.**, a Delaware corporation ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Collateral Agent** (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor has executed and delivered to Collateral Agent a certain Guaranty and First Lien Security Agreement dated as of December 21, 2006, as amended by a certain First Amendment to First Lien Loan Agreement and First Lien Security Agreement dated as of January 5, 2009, and as further amended by a certain Second Amendment to First Lien Loan Agreement and First Lien Security Agreement of even date herewith, as the same may be further amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Collateral Agent, on behalf of the Secured Parties, and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Collateral Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Collateral Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all trademarks, service marks and trade names, and all applications and registrations therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications acquired by Debtor in connection with the Equine Title Acquisitions (as defined in the General Security Agreement).

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Collateral Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Collateral Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Collateral Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Collateral Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. Debtor hereby appoints Collateral Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Collateral Agent deem necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Collateral Agent (or Collateral Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between Debtor and Collateral Agent, nor any failure to exercise, nor any delay in exercising on the part of Collateral Agent, any right, power or

privilege hereunder or under the Loan Agreement (as defined in the General Security 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 right, power or privilege. No waiver by Collateral Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Collateral Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Collateral Agent.

6.3. If any clause or provision of this Agreement 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.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

CRUZ BAY PUBLISHING, INC.

By: [Signature]
Brian Sellstrom, Senior Vice President

CIT LENDING SERVICES CORPORATION, as Collateral Agent

By: _____
Print Name: _____
Title: _____

STATE OF Illinois)
COUNTY OF Cook)

In Chicago, Illinois on this 23rd day of February, 2010, before me personally appeared Brian Sellstrom, the Senior Vice President of Cruz Bay Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.



[Signature]
Notary Public
Print Name: Lynn A. Nichols
My Commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[Cruz Bay – Trademark Security Agreement]

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

CRUZ BAY PUBLISHING, INC.

By: _____
Brian Sellstrom, Senior Vice President

CIT LENDING SERVICES CORPORATION, as Collateral Agent

By: Anthony Holland
Print Name: Anthony Holland
Title: Vice President

STATE OF _____)
COUNTY OF _____)

In _____ on this _____ day of February, 2010, before me personally appeared Brian Sellstrom, the Senior Vice President of Cruz Bay Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

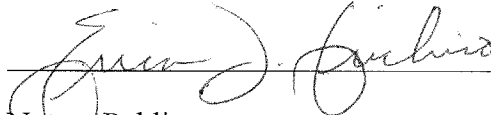
Notary Public
Print Name: _____
My Commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[Cruz Bay – Trademark Security Agreement]

STATE OF NEW JERSEY
COUNTY OF ESSEX

In Livingston on this 23rd day of February, 2010, before me personally appeared Anthony Holland, the Vice President of CIT Lending Services Corporation, as Collateral Agent, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.



Notary Public
Print Name: Erica T. Cicchino
My Commission expires: 8-26-2011

ERICA T. CICCHINO
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES: 08/26/2011

SCHEDULE A

TRADEMARKS

Trademark	Appl. No/ Reg. No.	Appl. Date/ Reg. Date
Spin to Win	2,239,462	4/13/1999
Spin to Win Rodeo Magazine	3,457,014	7/1/2008
The Trail Rider	3,188,339	12/19/2006
Horse Journal/The Product, Care And Service Guide For People Who Love Horses	2,349,134	5/9/2000
DRESSAGE TODAY (Stylized)	1,897,498	June 6, 1995
DRESSAGE TODAY	1,907,322	July 25, 1995
EQUINE.COM & Horse Design	2,758,304	September 2, 2003
EQUUS (Stylized)	1,991,191	August 6, 1996
EQUUS	1,988,480	July 23, 1996
HORSE & RIDER	1,518,894	January 3, 1989
PRACTICAL HORSEMAN	1,661,696	October 22, 1991