

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
Kable Media Services, Inc.		05/31/2010	CORPORATION: DELAWARE
Kable News Company, Inc.		05/31/2010	CORPORATION: ILLINOIS
Kable Fulfillment Services, Inc.		05/31/2010	CORPORATION: DELAWARE
Palm Coast Data, LLC		05/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2600265	KABLE FULFILLMENT SERVICES
Registration Number:	2407723	MAGSNOW
Registration Number:	2352260	THE CIRCULATION SUPERSTORE
Registration Number:	2362785	KABLEKONNECT
Registration Number:	2347471	KABLE--THE CIRCULATION SUPERSTORE
Registration Number:	1939873	MAGA-FILL
Registration Number:	2600264	K
Registration Number:	2715248	FUNDAMENTALS
Registration Number:	2600266	KABLE
Registration Number:	2631531	MAGSNET

CH \$465.00 2600265

900163628

**TRADEMARK
 REEL: 004217 FRAME: 0035**

Registration Number:	2653862	K KABLE FULFILLMENT SERVICES
Registration Number:	3219275	CIRCPLANNER PLUS
Registration Number:	2053091	NCOREACCESS
Registration Number:	3518787	K
Registration Number:	3579230	PALM COAST DATA GET MORE.
Registration Number:	3604117	PALM COAST DATA GET MORE
Registration Number:	3118713	PCD SMARTLINK
Registration Number:	2013924	PALM COAST

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	402248
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/03/2010

Total Attachments: 16

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 KABLE MEDIA SERVICES, INC.
 KABLE NEWS COMPANY, INC.
 KABLE FULFILLMENT SERVICES, INC.
 PALM COAST DATA, LLC
 14 WALL STREET, 4TH FL

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: NY
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: PNC BANK, NATIONAL ASSOCIATION

Internal
 Address: COMMERCIAL LOAN SERVICE CENTER/DCC

Street Address: 500 FIRST AVENUE

City: PITTSBURGH

State: PA

Country: _____ Zip: 15219

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship NY
 Corporation Citizenship _____
 Other NA Citizenship PA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/13/2010

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
 SEE SCHEDULE 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER# 402248

6. Total number of applications and registrations involved: 18


7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  06/02/2010

Signature Date

LUIS RODRIGUEZ

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of May, 2010 by **KABLE MEDIA SERVICES, INC.**, a Delaware corporation ("Kable"), **KABLE NEWS COMPANY, INC.**, an Illinois corporation ("Kable News"), **KABLE FULFILLMENT SERVICES, INC.**, a Delaware corporation ("Fulfillment") and **PALM COAST DATA LLC**, a Delaware limited liability company ("Palm Coast", together with Kable, Kable News and Fulfillment, the "Grantors" and each a "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors, Kable Distribution Services, Inc., Kable Product Services, Inc., Palm Coast Data Holdco, Inc., Kable Staffing Resources LLC, Kable Specialty Packaging Services LLC and Kable News International, Inc. (collectively, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark registration and trademark application listed on Schedule 1 annexed hereto (such trademark registrations and trademark applications, the "Trademarks"), together with any reissues, continuations or

extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

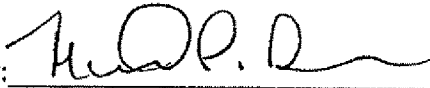
3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademark registrations and trademark applications owned or registered to such Grantor as of the date of this Agreement.

4. Termination of Security Interest. The security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been paid in full in cash and satisfied in full and the Loan Agreement has been terminated.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

KABLE MEDIA SERVICES, INC.

By: 
Name: Michael P. Duloc
Title: President and Chief Executive Officer

KABLE NEWS COMPANY, INC.

By: _____
Name: John F. Meneough
Title: President and Chief Operating Officer

KABLE FULFILLMENT SERVICES, INC.

By: _____
Name: John F. Meneough
Title: President and Chief Operating Officer

PALM COAST DATA LLC

By: _____
Name: John F. Meneough
Title: President, Chief Operating Officer and Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Daniel R. Stella
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

KABLE MEDIA SERVICES, INC.

By: _____
Name: Michael P. Duloc
Title: President and Chief Executive Officer

KABLE NEWS COMPANY, INC.

By: _____
Name: John F. Meneough
Title: President and Chief Operating Officer

KABLE FULFILLMENT SERVICES, INC.

By: _____
Name: John F. Meneough
Title: President and Chief Operating Officer

PALM COAST DATA LLC

By: _____
Name: John F. Meneough
Title: President, Chief Operating Officer and Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: Daniel R. Stella
Title: Senior Vice President

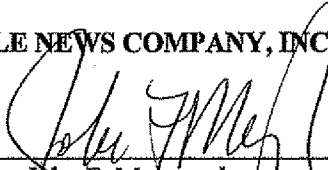
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

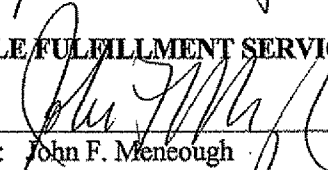
KABLE MEDIA SERVICES, INC.

By: _____
Name: Michael P. Duloc
Title: President and Chief Executive Officer

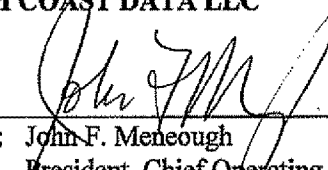
KABLE NEWS COMPANY, INC

By:  _____
Name: John F. Meneough
Title: President and Chief Operating Officer

KABLE FULFILLMENT SERVICES, INC.

By:  _____
Name: John F. Meneough
Title: President and Chief Operating Officer

PALM COAST DATA LLC

By:  _____
Name: John F. Meneough
Title: President, Chief Operating Officer and Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Daniel R. Stella
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 5 of May, 2010, before me personally appeared Michael P. Duloc, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Media Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Joan R. Thornblad
Notary Public
My Commission Expires: 11/10/11

JOAN R. THORNBLAD
Notary Public - State of New York
No. 01TH6101298
Bronx County
Commission Expires Nov. 10, 2011

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable News Company, Inc., an Illinois corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public
My Commission Expires:

(ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT)

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared Michael P. Duloc, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Media Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public
My Commission Expires:

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable News Company, Inc., an Illinois corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

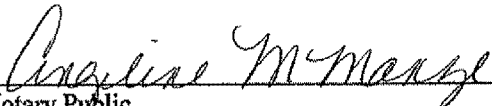
NOTARY PUBLIC-STATE OF FLORIDA
 Angeline M. Manze
Commission # DD592119
Expires: OCT 17, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

(ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT)

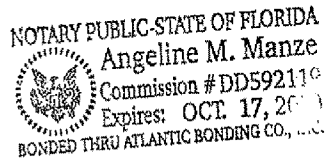
TRADEMARK
REEL: 004217 FRAME: 0044

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Fulfillment Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

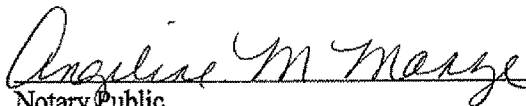


Notary Public
My Commission Expires:

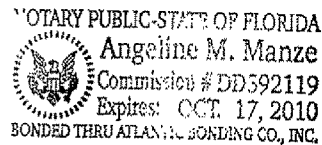


UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Palm Coast Data LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:



SCHEDULE 1

TRADEMARK REGISTRATIONS

REGISTERED OWNER	TRADE MARK	REG NO.	REG DATE	STATUS
Kable News	Kable Fulfillment Services	2,600,265	7/30/2002	Registered
Kable News	MagsNow	2,407,723	11/28/2000	Registered
Kable News	The Circulation Superstore	2,352,260	5/23/2000	Registered
Kable News	KableKconnect	2,362,785	6/27/2000	Registered
Kable News	Kable--The Circulation Superstore	2,347,471	5/2/2000	Registered
Kable News	MAGA-FILL	1,939,873	12/5/1995	Registered
Kable News	Mark K (stylized)	2,600,264	7/30/2002	Registered
Kable News	Fundamentals	2,715,248	5/13/2003	Registered
Kable News	KABLE	2,600,266	7/30/2002	Registered
Kable News	Magsnet	2,631,531	10/8/2002	Registered
Kable News	K Kable Fulfillment Services	2,653,882	11/28/2002	Registered
Kable Fulfillment	CircPlanner Plus	3,219,275	3/20/2007	Registered
Kable Fulfillment	NCOREACCESS	2,053,091	4/15/1997	Registered
Kable	New "K" logo	3,518,787	10/21/2008	Registered
Palm Coast	palm coast Data get more Stylized	3,579,230	2/24/2009	Registered
Palm Coast	palm coast Data get more	3,604,117	4/7/2009	Registered
Palm Coast	PCD Smart Link	3,118,713	7/25/2006	Registered
Palm Coast	Palm Coast	2,013,924	11/5/1996	Registered

SCHEDULE -1

074658.01321/95025682v.2

POWER OF ATTORNEY

KABLE MEDIA SERVICES, INC., a Delaware corporation, KABLE NEWS COMPANY, INC., an Illinois corporation, KABLE FULFILLMENT SERVICES, INC., a Delaware corporation, and PALM COAST DATA LLC, a Delaware limited liability company (collectively, the "Grantors") and each a "Grantor"), each hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") Grantors and certain Affiliates of Grantors, as borrowers (collectively, the "Borrowers"), dated as of May __, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantors and Agent dated as of May 17, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of such Grantor a trademark, in each case subject to the terms of the Trademark Agreement and the Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

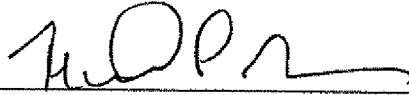
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement and the Loan Agreement.

This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations in cash and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

KABLE MEDIA SERVICES, INC.

By: 
Name: Michael P. Duloc
Title: President and Chief Executive Officer

KABLE NEWS COMPANY, INC.

By: _____
Name: John F. Meneough
Title: President and Chief Operating Officer

KABLE FULFILLMENT SERVICES, INC.

By: _____
Name: John F. Meneough
Title: President and Chief Operating Officer

PALM COAST DATA LLC

By: _____
Name: John F. Meneough
Title: President, Chief Operating Officer and Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

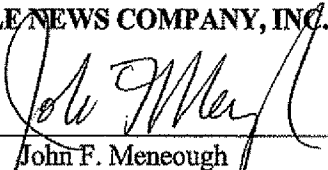
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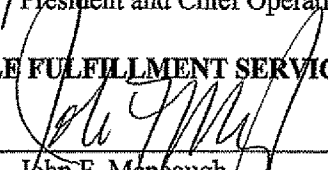
KABLE MEDIA SERVICES, INC.

By: _____
Name: Michael P. Duloc
Title: President and Chief Executive Officer

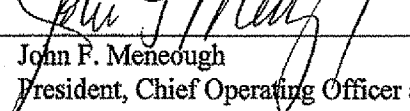
KABLE NEWS COMPANY, INC.

By:  _____
Name: John F. Meneough
Title: President and Chief Operating Officer

KABLE FULFILLMENT SERVICES, INC.

By:  _____
Name: John F. Meneough
Title: President and Chief Operating Officer

PALM COAST DATA LLC

By:  _____
Name: John F. Meneough
Title: President, Chief Operating Officer and Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this 5 of May, 2010, before me personally appeared Michael P. Dulac, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Media Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Joan R. Thornblad
Notary Public
My Commission Expires: 11/10/11

JOAN R. THORNBLAD
Notary Public - State of New York
No. 01TH6101298
Bronx County
Commission Expires Nov. 10, 20 11

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable News Company, Inc., an Illinois corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

Notary Public
My Commission Expires:

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT)

COMPANY ACKNOWLEDGMENT

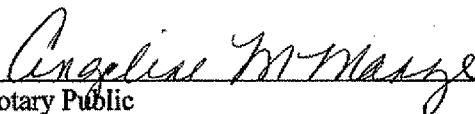
UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared _____, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Media Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

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My Commission Expires:

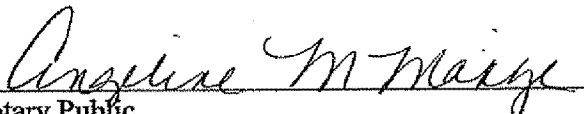
NOTARY PUBLIC-STATE OF FLORIDA
Angeline M. Manze
Commission # DD592119
Expires: OCT. 17, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

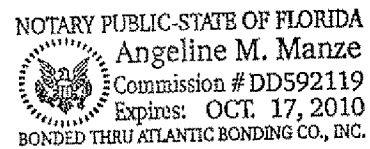
(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT)

**TRADEMARK
REEL: 004217 FRAME: 0051**

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

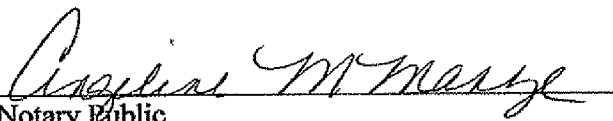
On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Fulfillment Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

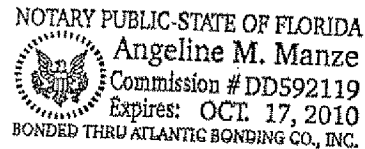

Notary Public
My Commission Expires:



UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF :

On this ___ of ___, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Palm Coast Data LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.


Notary Public
My Commission Expires:



(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT)