

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
Newbeauty Retail, LLC		01/11/2011	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	VSS Mezzanine Partners, L.P., as Administrative Agent		
Street Address:	55 East 52nd Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10055		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3808541	STUDIO BEAUTYMIX	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	643736		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$40.00 3808541

900187718

TRADEMARK
REEL: 004507 FRAME: 0860

Date:

03/28/2011

Total Attachments: 25

source=3-28-11 Newbeauty-TM#page1.tif
source=3-28-11 Newbeauty-TM#page2.tif
source=3-28-11 Newbeauty-TM#page3.tif
source=3-28-11 Newbeauty-TM#page4.tif
source=3-28-11 Newbeauty-TM#page5.tif
source=3-28-11 Newbeauty-TM#page6.tif
source=3-28-11 Newbeauty-TM#page7.tif
source=3-28-11 Newbeauty-TM#page8.tif
source=3-28-11 Newbeauty-TM#page9.tif
source=3-28-11 Newbeauty-TM#page10.tif
source=3-28-11 Newbeauty-TM#page11.tif
source=3-28-11 Newbeauty-TM#page12.tif
source=3-28-11 Newbeauty-TM#page13.tif
source=3-28-11 Newbeauty-TM#page14.tif
source=3-28-11 Newbeauty-TM#page15.tif
source=3-28-11 Newbeauty-TM#page16.tif
source=3-28-11 Newbeauty-TM#page17.tif
source=3-28-11 Newbeauty-TM#page18.tif
source=3-28-11 Newbeauty-TM#page19.tif
source=3-28-11 Newbeauty-TM#page20.tif
source=3-28-11 Newbeauty-TM#page21.tif
source=3-28-11 Newbeauty-TM#page22.tif
source=3-28-11 Newbeauty-TM#page23.tif
source=3-28-11 Newbeauty-TM#page24.tif
source=3-28-11 Newbeauty-TM#page25.tif

**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):
 NEWBEAUTY RETAIL, LLC
 3791 NW 8th Avenue
 Boca Raton, Florida 33431

Individual(s) Association
 General Partnership Limited Partnership
 Other Limited Liability Company

Citizenship (see guidelines) _____ Florida _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?
 Name: VSS Mezzanine Partners, L.P., as Admin. Agent
 Internal Address: _____
 Street Address: 55 East 52nd Street, 33rd Floor
 City: New York
 State: New York Zip: 10055

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other Citizenship _____

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) January 11, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification of the Trademark.
 A. Trademark Application No.(s) _____
 See Schedule 2, Part C to Intellectual Property Security Agmt.
 B. Trademark Registration No.(s) _____
 See Schedule 2, Part C to Intellectual Property Security Agreement
 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: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal
 Internal Address: W-643736-S
 Street Address: 345 Park Avenue
 City: New York
 State: New York Zip: 10154
 Phone Number: 212-407-4149
 Fax Number: 212-214-0439
 Email Address: lharris@loeb.com

6. Total number of applications and registrations involved: 1

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: _____
 Signature
 Loukia Harris
 Name of Person Signing
 Date: January 13, 2011
 Total number of pages including cover sheet, attachments, and document: 24

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 1466, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS Intellectual Property Security Agreement, dated as of January 11, 2011, is made by Sandow Media, LLC, a Delaware limited liability company ("Sandow Media"), Worth Media Group, LLC, a Delaware limited liability company ("Worth Media"), NewBeauty Retail, LLC, a Florida limited liability company ("NewBeauty Retail") and Nine Four Media Group, LLC, a Delaware limited liability company ("Nine Four Four") and together with Sandow Media, Worth Media and NewBeauty Retail, each a "Grantor" and collectively, the "Grantors", in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Senior Subordinated Secured Note Purchase Agreement, dated as of November 13, 2007 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), among Sandow Media Holdings, Inc. ("Holdings"), the other companies from time to time party thereto (together with Holdings, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, the Purchasers purchased the notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Guaranty and Security Agreement dated as of November 13, 2007 made by the Grantors and other Companies in favor of the Administrative Agent (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), each Grantor is required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Purchasers, and grants to the Administrative Agent for the ratable benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral");

(a) all of its Copyrights and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule I hereto;

NY879857.2
207332-10007

(b) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 2 hereto;

(c) all renewals and extensions of the assets described in subsections (a) and (b) above;

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

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Purchasers pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[Signature Pages Follow]

NY879857.2
207332-10007

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

Very truly yours,

SANDOW MEDIA, LLC
WORTH MEDIA GROUP, LLC
NEWBEAUTY RETAIL, LLC
NINE FOUR FOUR MEDIA GROUP, LLC

By:  _____
Name: Adam Sandow
Title: President of each of the foregoing entities

ACCEPTED AND AGREED
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By: _____
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

NY 879857

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

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

Very truly yours,

SANDOW MEDIA, LLC
WORTH MEDIA GROUP, LLC
NEWBEAUTY RETAIL, LLC
NINE FOUR FOUR MEDIA GROUP, LLC

By: _____
Name: Adam Sandow
Title: President of each of the foregoing entities

ACCEPTED AND AGREED
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner
By: _____
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

NY879857

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Copyright Registrations

DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS

A.	Owner:	Copyrights Title	Type	Registration No.	Registration Date
	Sandow Media, LLC	LUXE: the Texas Home redefined	Text	TX000065599788	03/22/2007
		LUXE: The Texas Home Redefined	Serial	TX00006598843	07/06/2007
		LUXE: the Colorado Home Redefined	Serial	TX00006555177	03/23/2006
				TX00006598945	07/06/2006
				TX00006859786	10/01/2007
		New beauty magazine	Text	TX00006578376	03/23/2007
		Leading kitchen & bath designers	Text	TX00006571303	01/16/2007
		Leading custom home builders	Text	TX00006571302	01/16/2007
		New Beauty: the world's most unique beauty magazine	Text	TX00006552406	03/23/2007
				TX00005916816	07/05/2007
				TX00006864106	10/01/2007
		New Beauty: the world's most unique beauty magazine	Serial	TX00006563006	11/11/2006
				TX00006479725	11/11/2006
		Luxe: the Colorado Home Redefined	Serial	TX00006563007	11/06/2007
				TX00006479727	11/11/2007
		New Beauty: the world's most unique beauty magazine	Serial	TX00006479723	11/06/2006
				TX00006479724	11/06/2006
				TX00006479726	11/11/2006
				TX00006499687	12/29/2006
		Luxe: The Texas home Redefined	Serial	TX00006499638	12/29/2006

NY879857.2
207332-10007

<u>Copyrights Title</u>	<u>Type</u>	<u>Registration No.</u>	<u>Registration Date</u>
Luxe: the Colorado Home Redefined	Serial	TX000652139 TX000650553 TX0006547011	11/06/2006 11/06/2006 01/03/2007
Leading residential architects	Text	TX0006465662	11/01/2005
Leading residential interior designers	Text	TX0006458414	11/03/2006
All that's good	Text	TX0006455270	11/06/2006
LUXE: The Pacific Northwest Home Redefined: Vol. 1; Issue 1	Serial	TX0007224967	11/28/2008
New Beauty Magazine: 3	Text	TX0007220714	11/28/2008
New Beauty Magazine: 3	Serial	TX0007208812	07/21/2008
New Beauty Magazine [Published 2009-01-10. Issue: vol 5, no. 1, Winter-Spring 2009]	Serial	TX0007140484 TX0007140484	06/01/2009 06/01/2009
New Beauty Magazine [Published 2009-04-24. Issue: vol 5, no. 2, Spring/Summer 2009]	Serial	TX0007139406	06/01/2009
Luxe: The California Home Redefined [Published 2008-01-04. Issue: no. 2, Winter]	Serial	TX0007104982	04/21/2008
Luxe: The Colorado Home Redefined	Serial	TX0007100622	04/07/2008
LUXE: The Chicago Home Redefined: 2	Serial	TX0007077474	04/11/2008
LUXE: Texas Home Redefined: 4	Serial	TX0007077455	04/07/2008
NEW BEAUTY [Published: 2008- 03-29. Issue: vol. 4, no. 2, Spring- Summer 2008]	Serial	TX0007073549	04/11/2008
LUXE COLORADO HOME REDEFINED	Serial	TX0007052175	03/25/2008

<u>Copyrights Title</u>	<u>Type</u>	<u>Registration No.</u>	<u>Registration Date</u>
LUXE: The Texas Home Redefined	Text	TX0006881648	10/04/2007
New Beauty: the world's most unique beauty magazine	Serial	TX0006971143 TX0006833343	03/04/2008 03/28/2008

DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS (continued)

B. Owner: Worth Media Group, LLC

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
V3497 D447	Worth, vol. 1, no. 1, Feb./Mar. 1992	Unknown	05/15/2003
P1-3	Worth, vol. 8, no. 7, Jul.-Aug. 1999	TX 5-045-089 (1999)	
	Worth, vol. 8, no. 8, Sep. 1999	TX 5-045-088 (1999)	
	Worth, vol. 8, no. 9, Oct. 1999	TX 5-045-087 (1999)	
	Worth, vol. 8, no. 10, Nov. 1999	TX 5-045-086 (1999)	
	Worth, vol. 8, no. 11, Dec.-Jan. 2000	TX 5-062-419 (2000)	
	Worth, vol. 9, no. 1, winter 1999-2000	TX 5-062-420 (2000)	
	Worth, vol. 9, no. 2, Feb. 2000	TX 5-062-421 (2000)	
	Worth, vol. 7, no. 12, Dec. 1998-Jan. 1999	TX 4-997-899 (1999)	
	Worth, vol. 8, no. 3, Mar. 1999	TX 4-912-148 (1999)	
	Worth, vol. 8, no. 4, Apr. 1999	TX 4-912-147 (1999)	
	Worth, vol. 8, no. 5, May 1999	TX 4-925-474 (1999)	
	Worth, vol. 8, no. 6, June 1999	TX 4-925-475 (1999)	
V3497 D443	Worth, vol. 1, no. 1, Feb./Mar. 1992	Unknown	05/15/2003
P1-7	Worth, vol. 7, no. 7, Jul.-Aug. 1998	TX 4-798-112 (1998)	
	Worth, vol. 7, no. 8, special issue 1998	TX 4-798-111 (1998)	
	Worth, vol. 7, no. 9, Sept. 1998	TX 4-798-110 (1998)	
	Worth, vol. 7, no. 10, Oct. 1998	TX 4-798-109 (1998)	

NY879857.2
207232-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 7, no. 4, Apr. 1998	TX 4-697-794 (1998)	
	Worth, vol. 7, no. 5, May 1998	TX 4-697-795 (1998)	
	Worth, vol. 7, no. 6, Jun. 1998	TX 4-697-793 (1998)	
	Worth, vol. 7, no. 11, Nov. 1998	TX 4-714-411 (1999)	
	Worth, vol. 8, no. 1, winter 1998-99	TX 4-714-757 (1999)	
	Worth, vol. 8, no. 2, Feb. 1999	TX 4-714-775 (1999)	
	Worth, vol. 6, no. 10, Oct. 1997	TX 4-589-929 (1997)	
	Worth, vol. 6, no. 11, Nov. 1997	TX 4-589-941 (1997)	
	Worth, vol. 6, no. 12, Dec. 1997	TX 4-589-940 (1997)	
	Worth, vol. 7, no. 1, Jan. 1998	TX 4-634-509 (1998)	
	Worth, vol. 7, no. 2, Feb. 1998	TX 4-658-196 (1998)	
	Worth, vol. 7, no. 3, Mar. 1998	TX 4-658-195 (1998)	
	Worth, vol. 1, no. 1, Feb.-Mar. 1992	TX 4-527-578 (1997)	
	Worth, vol. 1, no. 2, Apr.-May 1992	TX 4-547-928 (1997)	
	Worth, vol. 1, no. 3, Jun.-Jul. 1992	TX 4-548-534 (1997)	
	Worth, vol. 4, no. 3, Apr. 1995	TX 4-563-556 (1997)	
	Worth, vol. 4, no. 5, Jun. 1995	TX 4-563-582 (1997)	
	Worth, vol. 1, no. 4, Aug.-Sept. 1992	TX 4-546-551 (1997)	
	Worth, vol. 1, no. 5, Oct.-Nov. 1992	TX 4-546-550 (1997)	
	Worth, vol. 1, no. 6, Dec. 1992-Jan. 1993	TX 4-546-552 (1997)	
	Worth, vol. 2, no. 1, Feb. 1993	TX 4-546-534 (1997)	
	Worth, vol. 2, no. 2, Mar. 1993	TX 4-546-531 (1997)	

NY879857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 2, no. 3, Apr. 1993	(1997) TX 4-546-532	
	Worth, vol. 2, no. 4, May 1993	(1997) TX 4-546-533	
	Worth, vol. 2, no. 5, Jun. 1993	(1997) TX 4-545-843	
	Worth, vol. 4, no. 6, Jul.-Aug. 1995	(1997) TX 4-563-583	
	Worth, vol. 4, no. 7, Sept. 1995	(1997) TX 4-557-548	
	Worth, vol. 4, no. 8, Oct. 1995	(1997) TX 4-563-557	
	Worth, vol. 4, no. 9, Nov. 1995	(1997) TX 4-563-558	
	Worth, vol. 4, no. 10, Dec. 1995-Jan. 1996	(1997) TX 4-563-559	
	Worth, vol. 5, no. investing guide 1996	TX 4-546-538 (1997)	
	Worth, vol. 5, no. 2, Feb. 1996	TX 4-550-428 (1997)	
	Worth, vol. 5, no. 3, Mar. 1996	TX 4-550-429 (1997)	
	Worth, vol. 2, no. 6, Jul.-Aug. 1993	TX 4-545-844 (1997)	
	Worth, vol. 2, no. 7, Sept. 1993	TX 4-546-542 (1997)	
	Worth, vol. 2, no. 8, Oct. 1993	TX 4-546-544 (1997)	
	Worth, vol. 2, no. 9, Nov. 1993	TX 4-546-543 (1997)	
	Worth, vol. 2, no. 10, Dec. 1993-Jan. 1994	TX 4-546-540 (1997)	
	Worth, vol. 3, no. 1, Feb. 1994	TX 4-563-444 (1997)	
	Worth, vol. 3, no. 2, Mar. 1994	TX 4-563-443 (1997)	
	Worth, vol. 3, no. 3, Apr. 1994	TX 4-563-442 (1997)	
	Worth, vol. 5, no. 4, Apr. 1996	TX 4-545-840 (1997)	
	Worth, vol. 5, no. 5, May 1996	TX 4-545-841 (1997)	

NY879857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 5, no. 6, Jun. 1996	TX 4-545-842 (1997)	
	Worth, vol. 5, no. 7, Jul.-Aug. 1996	TX 4-546-541 (1997)	
	Worth, vol. 5, no. 8, Sept. 1996	TX 4-546-537 (1997)	
	Worth, vol. 5, no. 9, Oct. 1996	TX 4-546-536 (1997)	
	Worth, vol. 5, no. 10, Nov. 1996	TX 4-546-539 (1997)	
	Worth, vol. 5, no. 11, Dec. 1996-Jan. 1997	TX 4-546-535 (1997)	
	Worth, vol. 3, no. 4, May 1994	TX 4-563-441 (1997)	
	Worth, vol. 3, no. 5, Jun. 1994	TX 4-563-446 (1997)	
	Worth, vol. 3, no. 6, Jul.-Aug. 1994	TX 4-563-445 (1997)	
	Worth, vol. 3, no. 7, Sept. 1994	TX 4-563-447 (1997)	
	Worth, vol. 3, no. 8, Oct. 1994	TX 4-565-123 (1997)	
	Worth, vol. 3, no. 9, Nov. 1994	TX 4-565-122 (1997)	
	Worth, vol. 3, no. 10, Dec. 1994-Jan. 1995	TX 4-568-787 (1997)	
	Worth, vol. 4, no. 1, Feb. 1995	TX 4-557-547 (1997)	
	Worth, vol. 6, no. 1, Jan. 1997	TX 4-547-937 (1997)	
	Worth, vol. 6, no. 2, Feb. 1997	TX 4-548-132 (1997)	
	Worth, vol. 6, no. 3, Mar. 1997	TX 4-548-125 (1997)	
	Worth, vol. 6, no. 4, Apr. 1997	TX 4-547-922 (1997)	
	Worth, vol. 6, no. 5, May 1997	TX 4-527-427 (1997)	
	Worth, vol. 6, no. 6, Jun. 1997	TX 4-548-126 (1997)	
	Worth, vol. 6, no. 7, Jul.-Aug. 1997	TX 4-548-130 (1997)	

NY879857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 6, no. 8, Aug. 1997	TX 4-548-127 (1997)	
	Worth, vol. 4, no. 2, Mar. 1995	TX 4-563-555 (1997)	
	Worth, vol. 6, no. 9, Sept. 1997	TX 4-547-935 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 1, no. 1, Nov./Dec. 1994.	Unknown	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 5, Sept.-Oct. 1995	TX 4-496-467 (1997)	
V3497 D253 P1-16	Worth, vol. 1, no. 1, Feb./Mar. 1992	Unknown	05/15/2003
	Worth, vol. 8, no. 7, July-Aug. 1999	TX 5-045-089 (1999)	
	Worth, vol. 8, no. 8, Sept. 1999	TX 5-045-088 (1999)	
	Worth, vol. 8, no. 9, Oct. 1999	TX 5-045-087 (1999)	
	Worth, vol. 8, no. 10, Nov. 1999	TX 5-045-086 (1999)	
	Worth, vol. 8, no. 11, Dec.-Jan. 2000	TX 5-062-419 (2000)	
	Worth, vol. 9, no. 1, Winter 1999- 2000	TX 5-062-420 (2000)	
	Worth, vol. 9, no. 2, Feb. 2000	TX 5-062-421 (2000)	
	Worth, vol. 7, no. 12, Dec. 1998-Jan. 1999	TX 4-997-899 (1999)	
	Worth, vol. 8, no. 5, May 1999	TX 4-925-474 (1999)	
	Worth, vol. 8, no. 3, Mar. 1999	TX 4-912-148 (1999)	
	Worth, vol. 8, no. 4, Apr. 1999	TX 4-912-147 (1999)	
	Worth, vol. 8, no. 6, June 1999	TX 4-925-475 (1999)	
	Worth, vol. 7, no. 7, July-Aug. 1998	TX 4-798-112 (1998)	
	Worth, vol. 7, no. 8, special issue 98	TX 4-798-111 (1998)	

NY879857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 7, no. 9, Sept. 1998	TX 4-798-110 (1998)	
	Worth, vol. 7, no. 10, Oct. 1998	TX 4-798-109 (1998)	
	Worth, vol. 7, no. 4, Apr. 1998	TX 4-697-794 (1998)	
	Worth, vol. 7, no. 5, May 1998	TX 4-697-795 (1998)	
	Worth, vol. 7, no. 11, Nov. 1998	TX 4-714-411 (1999)	
	Worth, vol. 8, no. 1, Winter 1998-1999	TX 4-714-757 (1999)	
	Worth, vol. 7, no. 6, June 1998	TX 4-697-793 (1998)	
	Worth, vol. 8, no. 2, Feb. 1999	TX 4-714-775 (1999)	
	Worth, vol. 6, no. 10, Oct. 1997	TX 4-589-929 (1997)	
	Worth, vol. 6, no. 11, Nov. 1997	TX 4-589-941 (1997)	
	Worth, vol. 6, no. 12, Dec. 1997	TX 4-589-940 (1997)	
	Worth, vol. 7, no. 1, Jan. 1998	TX 4-634-509 (1998)	
	Worth, vol. 7, no. 2, Feb. 1998	TX 4-658-196 (1998)	
	Worth, vol. 7, no. 3, Mar. 1998	TX 4-658-195 (1998)	
	Worth, vol. 1, no. 1, Feb.-Mar. 1992	TX 4-527-578 (1997)	
	Worth, vol. 1, no. 2, Apr.-May 1992	TX 4-547-928 (1997)	
	Worth, vol. 4, no. 3, Apr. 1995	TX 4-563-556 (1997)	
	Worth, vol. 4, no. 4, May 1995	TX 4-563-560 (1997)	
	Worth, vol. 1, no. 3, June-July 1992	TX 4-548-534 (1997)	
	Worth, vol. 1, no. 4, Aug.-Sept. 1992	TX 4-546-551 (1997)	
	Worth, vol. 1, no. 5, Oct.-Nov. 1992	TX 4-546-550 (1997)	
	Worth, vol. 1, no. 6, Dec. 1992-Jan.	TX 4-546-552	

NYS79857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
1993			
Worth, vol. 2, no. 1, Feb. 1993		TX 4-546-534 (1997)	
Worth, vol. 2, no. 2, Mar. 1993		TX 4-546-531 (1997)	
Worth, vol. 2, no. 3, Apr. 1993		TX 4-546-532 (1997)	
Worth, vol. 4, no. 5, June 1995		TX 4-563-582 (1997)	
Worth, vol. 4, no. 6, Jul-Aug. 1995		TX 4-563-583 (1997)	
Worth, vol. 4, no. 7, Sept. 1995		TX 4-557-548 (1997)	
Worth, vol. 4, no. 8, Oct. 1995		TX 4-563-557 (1997)	
Worth, vol. 4, no. 9, Nov. 1995		TX 4-563-558 (1997)	
Worth, vol. 4, no. 10, Dec. 1995-Jan. 1996		TX 4-563-559 (1997)	
Worth, vol. 5, no. investing guide 1996		TX 4-546-538 (1997)	
Worth, vol. 2, no. 4, May 1993		TX 4-546-533 (1997)	
Worth, vol. 2, no. 5, June 1993		TX 4-545-843 (1997)	
Worth, vol. 2, no. 6, July-Aug. 1993		TX 4-545-844 (1997)	
Worth, vol. 2, no. 7, Sept. 1993		TX 4-546-542 (1997)	
Worth, vol. 2, no. 8, Oct. 1993		TX 4-546-544 (1997)	
Worth, vol. 2, no. 9, Nov. 1993		TX 4-546-543 (1997)	
Worth, vol. 2, no. 10, Dec. 1993-Jan. 1994		TX 4-546-540 (1997)	
Worth, vol. 5, no. 2, Feb. 1996		TX 4-550-428 (1997)	
Worth, vol. 5, no. 3, Mar. 1996		TX 4-550-429 (1997)	
Worth, vol. 5, no. 4, Apr. 1996		TX 4-545-840 (1997)	
Worth, vol. 5, no. 5, May 1996		TX 4-545-841 (1997)	

NY879857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 5, no. 6, June 1996	TX 4-545-842 (1997)	
	Worth, vol. 3, no. 1, Feb. 1994	TX 4-563-444 (1997)	
	Worth, vol. 5, no. 7, July-Aug. 1996	TX 4-546-541 (1997)	
	Worth, vol. 5, no. 8, Sept. 1996	TX 4-546-537 (1997)	
	Worth, vol. 3, no. 1, Feb. 1994	TX 4-563-444 (1997)	
	Worth, vol. 3, no. 2, Mar. 1994	TX 4-563-443 (1997)	
	Worth, vol. 3, no. 3, Apr. 1994	TX 4-563-442 (1997)	
	Worth, vol. 3, no. 4, May 1994	TX 4-563-441 (1997)	
	Worth, vol. 3, no. 5, June 1994	TX 4-563-446 (1997)	
	Worth, vol. 3, no. 6, July-Aug. 1994	TX 4-563-445 (1997)	
	Worth, vol. 3, no. 7, Sept. 1994	TX 4-563-447 (1997)	
	Worth, vol. 5, no. 9, Oct. 1996	TX 4-546-536 (1997)	
	Worth, vol. 5, no. 10, Nov. 1996	TX 4-546-539 (1997)	
	Worth, vol. 5, no. 11, Dec. 1996-Jan. 1997	TX 4-546-535 (1997)	
	Worth, vol. 6, no. 1, Jan. 1997	TX 4-547-937 (1997)	
	Worth, vol. 6, no. 2, Feb. 1997	TX 4-548-132 (1997)	
	Worth, vol. 6, no. 3, Mar. 1997	TX 4-548-125 (1997)	
	Worth, vol. 6, no. 4, Apr. 1997	TX 4-547-922 (1997)	
	Worth, vol. 3, no. 8, Oct. 1994	TX 4-565-123 (1997)	
	Worth, vol. 3, no. 9, Nov. 1994	TX 4-565-122 (1997)	
	Worth, vol. 3, no. 10, Dec. 1994-Jan. 1995	TX 4-568-787 (1997)	

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Worth, vol. 4, no. 1, Feb. 1995	TX 4-557-547 (1997)	
	Worth, vol. 4, no. 2, Mar. 1995	TX 4-563-555 (1997)	
	Worth, vol. 6, no. 5, May 1997	TX 4-527-427 (1997)	
	Worth, vol. 6, no. 6, June 1997	TX 4-548-126 (1997)	
	Worth, vol. 6, no. 7, July-Aug. 1997	TX 4-548-130 (1997)	
	Worth, vol. 6, no. 8, Aug. 1997	TX 4-548-127 (1997)	
	Worth, vol. 6, no. 9, Sept. 1997	TX 4-547-935 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 1, no. 1, Nov./Dec. 1994	TX 4-496-467 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 5, Sept.-Oct. 1995	Unknown	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 6, Nov.-Dec. 1995 / By LOC Associates, LP, employer for hire.	TX 4-496-465 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 3, no. 1, Jan.-Feb. 1996 / By LOC Associates, LP, employer for hire.	TX 4-496-464 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 3, no. 3, May-June 1996	TX 4-496-468 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 3, no. 5, Oct.-Nov. 1996	TX 4-489-667 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 4, no. 2, Apr.-May 1997	TX 4-502-965 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 4, no. 4, Aug.-Sept. 1997	TX 4-525-351 (1997)	
	Civilization: the magazine of the	TX 4-496-466	

NY879857.2
207332-10007

<u>Document No.</u>	<u>Copyrights Title</u>	<u>Registration No.</u>	<u>Recorded Date</u>
	Library of Congress, vol. 3, no. 2.	(1997)	
	Mar.-Apr. 1996 / By LOC Associates, LP, employer for hire.		
	Civilization: the magazine of the Library of Congress, vol. 3, no. 4, Aug.-Sept. 1996	TX 4-489-668 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 4, no. 1, Feb.-Mar. 1997	TX 4-502-964 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 4, no. 3, June-July 1997	TX 4-530-894 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 3, no. 6, Dec. 1996-Jan. 1997	TX 4-469-787 (1997)	
	Civilization: the magazine of the Library of Congress, vol. 1, no. 1, Nov.-Dec. 1994	TX 4-057-290 (1995)	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 2, Mar.-Apr. 1995	TX 4-066-560 (1995)	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 4, July-Aug. 1995	TX 4-079-481 (1995)	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 1, Jan.-Feb. 1995	TX 4-057-289 (1995)	
	Civilization: the magazine of the Library of Congress, vol. 2, no. 3, May-June 1995	TX 4-057-291 (1995)	

NY879857.2
207332-10007

10

DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS (continued)

C. Owner: NewBeauty Retail, LLC

None.

D. Owner: Nine Four Four Media Group, LLC

None.

NY879837.2
207332-10007

SCHEDULE 2
 TO
 INTELLECTUAL PROPERTY SECURITY AGREEMENT
 DOMESTIC REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

Owner:	Mark	Application/Registration Number	Application/Registration Date
A. Sandow Media, LLC	AMERICAN BENEFACOR	85/160601	10/25/2010
	BENEFACOR	85/160629	10/25/2010
	LUXE BLACKBOX	3621343	05/19/2009
	LUXE THE ARIZONA HOME REDEFINED	3533152	11/18/2008
	LUXE THE CHICAGO HOME REDEFINED	3425196	05/13/2008
	LUXE THE ORANGE COUNTY HOME REDEFINED	3527503	11/04/2008
	LUXE THE SOUTH FLORIDA HOME REDEFINED	3519152	10/21/2008
	LUXE THE SOUTHERN CALIFORNIA HOME REDEFINED	3527504	11/04/2008
	LUXE INTERIORS + DESIGN	3822886	07/20/2010
	NEWBEAUTY	3406831	04/01/2008
	SAMPLEBAR	77/837494	09/29/2009
	SPALOOK	3792418	05/25/2010
	WATCH JOURNAL	3735429	01/05/2010

NY879857.2
 207332-10007

DOMESTIC REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS (continued)

B. Owner: Worth Media Group, LLC

Mark Application/Registration Number Application/Registration Date

THE EVOLUTION OF FINANCIAL INTELLIGENCE 77742063 05/21/2009

C. Owner: NewBeauty Retail, LLC

Mark Application/Registration Number Application/Registration Date

STUDIO BEAUTYMIX 3808541 06/22/2010

D. Owner: Nine Four Four Media Group, LLC

SEE ATTACHED

NY879857.2
207332-10007

944 MEDIA, LLC
INTELLECTUAL PROPERTY

I.
UNITED STATES REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>OWNER</u>	<u>GOODS/ SERVICES</u>
944	3,273,648	08/07/2007	944 MEDIA, LLC	Magazines featuring lifestyle, fashion and entertainment in CLASS 16
LOVED, HATED, NEVER IGNORED	3,117,206	07/18/2006	944 MEDIA, LLC	Apparel, namely, men, women and children's clothing, namely, T-shirts, sweat shirts, hats, caps, visors, hoods, pants, sweat pants in CLASS 25 Publication of magazines in CLASS 41
944	3,439,838	06/03/2008	944MEDIA, LLC	Magazines featuring fashion, entertainment, lifestyle in CLASS 016
944 LIFE YOUR CLIQUE HERE	3,430,764	05/20/2008	944 MEDIA, LLC	Online social networking services; provision of a website featuring information on fashion; provision of a website featuring information on lifestyles; providing an interactive website for persons to locate other individuals with similar interests to participate with them in, or accompany them to, events and activities in CLASS 045
944 FASHION ENTERTAINMENT LIFESTYLE	3,452,707	06/24/2008	944 MEDIA, LLC	Magazines featuring activities, nightlife, clothing and features specific to geographic locales in CLASS 016

944 MEDIA, LLC
INTELLECTUAL PROPERTY

944 LIFE	3,430,858	05/20/2008	944 MEDIA, LLC	Online social networking services; Provision of a website featuring information on fashion; Provision of a website featuring information on lifestyles; Providing an interactive website for persons to locate other individuals with similar interests to participate with them in, or accompany them to, events and activities in CLASS 045
944 LIFE	3,493,857	06/30/2008	944 MEDIA, LLC	Magazine columns about fashion, entertainment, lifestyle in CLASS 016
944 SUPER VILLAGE	3,488,368	08/19/2008	944 MEDIA, LLC	Entertainment in the nature of fashion shows; Entertainment services, namely, conducting parties; Entertainment, namely, live music concerts; Entertainment, namely, live performances by musical bands; Entertainment, namely, live performances by rock groups; Conducting entertainment exhibitions in the nature of SPORTING EVENT CELEBRATORY FESTIVALS; Entertainment services, namely, wine and food tastings; Entertainment services, namely, fireworks displays in CLASS 041
INK GRENADE	3,502,825	09/16/2008	944 MEDIA, LLC	Advertising and advertisement services; Advertising and commercial information services, via the internet; Advertising and promotion services and related consulting; Advertising services; Advertising services, namely, creating corporate and brand identity for others; Creation of marketing tools designed to increase a client company's knowledge of customer needs, and its competitors' products and services, pricing, advertising strategy and sales strategy; Creating and updating advertising material; Design of advertising materials for others; Design of internet advertising; Layout services for advertising purposes; On-line advertising and marketing services; Preparation of custom advertisements for others; Preparing advertisements for others in CLASS 035
GAME	3,545,543	12/09/2008	944 MEDIA, LLC	Magazines Magazines featuring SPORTS FIGURES' LIFESTYLES, FASHIONS, TOYS, SPORTS HISTORY AND PHOTOGRAPHY in CLASS 016 (ITU application)

944 MEDIA, LLC
INTELLECTUAL PROPERTY

RACKET	3,694,575	10/13/2009	RACKET LLC	Magazines featuring fashion, entertainment, lifestyle in CLASS 016
--------	-----------	------------	------------	---

944 MEDIA, LLC
INTELLECTUAL PROPERTY

II.

UNITED STATES TRADEMARK APPLICATIONS- NOTICE OF ALLOWANCE RECEIVED

<u>MARK</u>	<u>SERIAL NO.</u>	<u>NOA DATE</u>	<u>OWNER</u>	<u>GOODS/SERVICES</u>
SUPER VILLAGE	77/542,671	03/03/2009	944 MEDIA, LLC	Entertainment in the nature of fashion shows; Entertainment services, namely, conducting parties; Entertainment, namely, live music concerts; Entertainment, namely, live performances by musical bands; Entertainment, namely, live performances by rock groups; Conducting entertainment exhibitions in the nature of SPORTING EVENT CELEBRATORY FESTIVALS; Entertainment services, namely, wine and food tastings; Entertainment services, namely, fireworks displays in CLASS 041

Application became abandoned on 03/03/2010 and may be "revived" by paying a petition to revive fee and an extension of time fee + if mark was used, a statement of use may be filed with an additional fee