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
Sandow Media, LLC		01/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	VSS Mezzanine Partners, L.P., as Administrative Agent
Street Address:	55 East 52nd Street, 33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10055
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3621343	LUXE
Registration Number:	3533152	LUXE THE ARIZONA HOME REDEFINED
Registration Number:	3425196	LUXE THE CHICAGO HOME REDEFINED
Registration Number:	3527503	LUXE THE ORANGE COUNTY HOME REDEFINED
Registration Number:	3519152	LUXE THE SOUTH FLORIDA HOME REDEFINED
Registration Number:	3527504	LUXE THE SOUTHERN CALIFORNIA HOME REDEFINED
Registration Number:	3822886	LUXE. INTERIORS + DESIGN
Registration Number:	3406831	NEWBEAUTY
Registration Number:	3792418	SPALOOK
Registration Number:	3735429	WATCH JOURNAL
Serial Number:	85160601	AMERICAN BENEFACTOR
Serial Number:	85160629	BENEFACTOR
Serial Number:	77837494	SAMPLEBAR

CH $340.00 3621343

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:	643736
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/28/2011

Total Attachments: 26

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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

SANDOW MEDIA, LLC
3731 NW 8th Avenue
Boca Raton, Florida 33431

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

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
Country: U.S.A. 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 or description of the Trademark.

A. Trademark Application No.(s)
See Schedule 2, Part A to Intellectual Property Security Agreement

B. Trademark Registration No.(s)
See Schedule 2, Part A to Intellectual Property Security Agreement

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: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal
Internal Address: #64373365
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: 13

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: Loukia Harris
Signature

January 13, 2011
Date

Loukia Harris
Name of Person Signing

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 1450, Alexandria, VA 22313-1450

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

SANDOW MEDIA, LLC
3731 NW 8th Avenue
Boca Raton, Florida 33431

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Limited Liability Company
Citizenship (see guidelines) Delaware
Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

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
Country: U.S.A. 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 or description of the Trademark.

A. Trademark Application No.(s)
See Schedule 2, Part A to Intellectual Property Security Agreement

B. Trademark Registration No.(s)
See Schedule 2, Part A to Intellectual Property Security Agreement

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: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal
Internal Address: #64373605
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: 13

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 — January 13, 2011 Date

Loukia Harris
Name of Person Signing

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 1450, 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 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 1 hereto;

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(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]

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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

TRADEMARK
REEL: 004508 FRAME: 0007

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

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SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS

A. Owner: Sandow Media, LLC

Copyrights Title	Type	Registration No.	Registration Date
LUXE: the Texas Home redefined	Text	TX00065599788	03/22/2007
LUXE: The Texas Home Redefined	Serial	TX0006598843	07/06/2007
LUXE: the Colorado Home Redefined	Serial	TX0006555177 TX0006598945 TX0006859786	03/23/2006 07/06/2006 10/01/2007
New beauty magazine	Text	TX0006578376	03/23/2007
Leading kitchen & bath designes	Text	TX0006571303	01/16/2007
Leading custom home builders	Text	TX0006571302	01/16/2007
New Beauty: the world's most unique beauty magazine	Text	TX0006552406 TX0005916816 TX0006864106	03/23/2007 07/05/2007 10/01/2007
New Beauty: the world's most unique beauty magazine	Serial	TX0006563006 TX0006479725	11/11/2006 11/11/2006
Luxe: the Colorado Home Redefined	Serial	TX0006563007 TX0006479727	11/06/2007 11/11/2007
New Beauty: the world's most unique beauty magazine	Serial	TX0006479723 TX0006479724 TX0006479726 TX0006499687	11/06/2006 11/06/2006 11/11/2006 12/29/2006
Luxe: The Texas home Redefined	Serial	TX0006499638	12/29/2006

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Copyrights Title	Type	Registration No.	Registration Date
Luxe: the Colorado Home Redefined	Serial	TX0006552139 TX0006505553 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

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Copyrights Title	Type	Registration No.	Registration Date
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

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DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS (continued)

B. Owner: Worth Media Group, LLC

Document No.	Copyrights Title	Registration No.	Recorded Date
V3497 D447 P1-3	Worth, vol. 1, no. 1, Feb./Mar. 1992	Unknown	05/15/2003
	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 P1-7	Worth, vol. 1, no. 1, Feb./Mar. 1992	Unknown	05/15/2003
	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	

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207332-10007

Document No.	Copyrights Title	Registration No.	Recorded Date
		(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. 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	

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Document No.	Copyrights Title	Registration No.	Recorded Date
		(1997)	
	Worth, vol. 2, no. 3, Apr. 1993	TX 4-546-532 (1997)	
	Worth, vol. 2, no. 4, May 1993	TX 4-546-533 (1997)	
	Worth, vol. 2, no. 5, Jun. 1993	TX 4-545-843 (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. 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)	

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Document No.	Copyrights Title	Registration No.	Recorded Date
	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)	

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REEL: 004508 FRAME: 0015

Document No.	Copyrights Title	Registration No.	Recorded Date
	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)	

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Document No.	Copyrights Title	Registration No.	Recorded Date
	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	

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Document No.	Copyrights Title	Registration No.	Recorded Date
	1993	(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)	
	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)	

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Document No.	Copyrights Title	Registration No.	Recorded Date
	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)	

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Document No.	Copyrights Title	Registration No.	Recorded Date
	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	

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Document No.	Copyrights Title	Registration No.	Recorded Date
	Library of Congress, vol. 3, no. 2, Mar.-Apr. 1996 / By LOC Associates, LP, employer for hire.	(1997)	
	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)	

TRADEMARK
REEL: 004508 FRAME: 0021

DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS (continued)

C. Owner: NewBeauty Retail, LLC

None.

D. Owner: Nine Four Four Media Group, LLC

None.

NY879857.2
207332-10007

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

DOMESTIC REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

A. Owner: Sandow Media, LLC

Mark	Application/Registration Number	Application/ Registration Date
AMERICAN BENEFACTOR	85/160601	10/25/2010
BENEFACTOR	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	77/742063	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

TRADEMARK
REEL: 004508 FRAME: 0024

944 MEDIA, LLC
INTELLECTUAL PROPERTY

I.
UNITED STATES REGISTERED TRADEMARKS

TRADEMARK	REG. NUMBER.	REG. DATE	OWNER	GOODS/ SERVICES
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

TRADEMARK
REEL: 004508 FRAME: 0025

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	**3,502825**	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

TRADEMARK
REEL: 004508 FRAME: 0026

944 MEDIA, LLC
INTELLECTUAL PROPERTY

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

TRADEMARK
REEL: 004508 FRAME: 0027

944 MEDIA, LLC
INTELLECTUAL PROPERTY

II.

UNITED STATES TRADEMARK APPLICATIONS- NOTICE OF ALLOWANCE RECEIVED

MARK	SERIAL NO.	NOA DATE	OWNER	GOODS/SERVICES
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