

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
Brant Publications, Inc.		04/12/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	DCP-BMP Media Lender, LLC		
Street Address:	One Barker Avenue, Suite 260		
Internal Address:	c/o Downtown Capital Partners, LLC		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10601		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1256855	ART IN AMERICA	
Registration Number:	0285463	THE MAGAZINE ANTIQUES	
CORRESPONDENCE DATA			
Fax Number:	(617)279-8443		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.310.5276		
Email:	tuttlet@gtlaw.com		
Correspondent Name:	traci jaye tuttle		
Address Line 1:	one international place		
Address Line 2:	c/o greenberg traurig, llp		
Address Line 4:	boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	WOLF -TJT 119550.010600		
NAME OF SUBMITTER:	traci jaye tuttle		
Signature:	/traci jaye tuttle/		

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TRADEMARK
REEL: 004532 FRAME: 0460

Date:

05/02/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") dated as of April 12, 2011, is made by and among **BRANT PUBLICATIONS, INC.**, a Delaware corporation, **INTERVIEW, INC.**, a Delaware corporation (collectively, "Grantors") and each being a "Grantor") and **DCP-BMP MEDIA LENDER, LLC** ("Secured Party").

Recitals

A. Schedule A hereto lists all registered trademarks and applications for trademarks in which Grantor is the owner.

B. Reference is made to that certain Loan and Security Agreement, dated as of April 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among BMP MEDIA HOLDINGS, LLC, a Delaware limited liability company, ART IN AMERICA, LLC, a New York limited liability company, BAM MODERN, LLC, a New York limited liability company, ANTIQUES, LLC, a New York limited liability company, INTERVIEW, INC., a Delaware corporation and BRANT PUBLICATIONS, INC., a Delaware corporation (collectively, "Borrowers"), the lenders that are or may from time to time become parties hereto (collectively, "Lenders"), and DCP-BMP MEDIA LENDER, LLC, as administrative agent ("Agent") for itself and the Lenders.

C. Pursuant to the Loan Agreement, each Grantor has granted to Secured Party a security interest in all of its assets.

D. Secured Party has required that each Grantor execute this Agreement to evidence the security interest granted to Secured Party in any trademarks or trademark applications and for recording with the United States Patent and Trademark Office.

ACCORDINGLY, in consideration of the foregoing, each Grantor hereby agrees as follows:

1. Definitions. Terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings given them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of any Grantors' right, title and interest in and to: trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons, now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in **Schedule A** hereto (as such exhibit may be

amended or supplemented from time to time), (ii) all renewals and extensions thereof, (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

“Event of Default” means (i) an Event of Default, as defined in the Loan Agreement or any other loan agreement or security agreement now in existence or hereafter entered into by Borrowers, or (ii) any breach by any Grantor of any of its obligations under this Agreement.

2. Security Interest. In order to secure the Obligations, each Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. This security interest is in any and all rights that may exist or hereafter arise under any trademark law now or hereinafter in effect in the United States of America or in any other country.

3. Representations and Warranties. Each Grantor represents and warrants that the it owns each of the Trademarks listed in **Schedule A**, free and clear of any Lien other than Permitted Liens, and (b) the Trademarks listed in **Schedule A** include all Trademarks owned or controlled by such Grantor as of the effective date hereof.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to Borrowers by Secured Party, this Agreement and the rights granted hereunder to Secured Party, shall be terminated by a written termination statement to the effect that Secured Party no longer claims a security interest under this Agreement.

5. Administration of Trademarks. As long as no Event of Default shall have occurred and be continuing, each Grantor may control and manage the Trademarks, including the right to receive and use the income, revenue, profits, and royalties that arise from the use of the Trademarks and any licenses thereunder, in the same manner and to the same extent as if this Agreement had not been entered into. Each Grantor shall give Secured Party prompt notice of any change in the status of said Trademarks or such Grantor’s rights thereunder.

6. Protection of Trademarks. Each Grantor covenants that it will at its own expense protect, defend and maintain the Trademarks to the extent reasonably advisable in its business as determined by such Grantor in its sole discretion, provided that if such Grantor fails to do so, Secured Party may (but shall have no obligation to) do so in such Grantor’s name or in Secured Party’s name, but at such Grantor’s expense, and such Grantor shall reimburse Secured Party in full for all expenses, including reasonable attorney’s fees incurred by Secured Party in protecting, defending and maintaining the Trademarks. Each Grantor further covenants that it

will give notice to Secured Party sufficient to allow Secured Party to timely carry out the provisions of this Section 6.

7. Remedies. Upon the occurrence of an Event of Default and during the continuation thereof, Secured Party may, at its option, exercise any one or more of the following remedies: (a) exercise all rights and remedies available under the UCC, or under any applicable law; (b) sell, assign, transfer, pledge, encumber or otherwise dispose of any Trademark; (c) enforce any Trademark, and any licenses thereunder; and (d) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Trademarks, against Grantor or against any other person or property. If Secured Party shall exercise any remedy under this Agreement, each Grantor shall, at the reasonable request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid thereof. For the purposes of this Section 7, each Grantor appoints Secured Party as its attorney with the right, but not the duty, to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to (i) act in its own name or enforce or use the Trademarks, (ii) grant or issue any exclusive or non-exclusive licenses under the Trademarks to any third party, and/or (iii) sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of any Trademark. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until satisfaction of this Agreement in accordance with Section 4 hereof. Each Grantor shall reimburse Secured Party for all reasonable attorney's fees and expenses of all types incurred by Secured Party, or its counsel, in connection with the exercise of the rights of Secured Party under this Agreement.

8. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of each Grantor and Secured Party with respect to the Trademarks shall in all respects be governed by the Loan Agreement, the terms of which are incorporated as fully as if set forth at length herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTORS:

BRANT PUBLICATIONS, INC.

By: Deborah Blasucci
Name: Deborah Blasucci
Title: Vice President / Secretary / Treasurer

Address:

575 Broadway -- 5th Floor
New York, NY 10012
Attn.: Deborah Blasucci
Fax:

INTERVIEW, INC.

By: Deborah Blasucci
Name: Deborah Blasucci
Title: President / Secretary / Treasurer

Address:

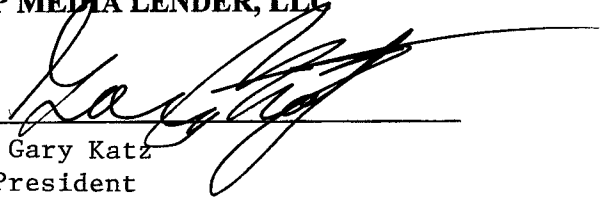
575 Broadway -- 5th Floor
New York, NY 10012
Attn.: Deborah Blasucci
Fax:

SECURED PARTY:

DCP-BMP MEDIA LENDER, LLC

By: _____

Name: Gary Katz
Title: President



Address:

c/o Downtown Capital Partners, LLC
One Barker Ave., Suite 260
White Plains, NY 10601
Attention: Gary Katz
Fax: 914-683-9614

Schedule A

TRADEMARKS

<u>Registration number/Serial Number</u>	<u>Title</u>	<u>Country</u>	<u>Holder</u>	<u>Class</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Status</u>
3332907	Interview	US	Interview, Inc.	41	11/6/07	7/19/05		Active
78673585	Interview	US	Interview, Inc.	09		7/29/05		Abandoned
1153870	Interview (In Special Script)	US	Interview, Inc.	16	5/12/81	7/17/78		Active
1462884	Interview (In Special Script)	US	Interview, Inc.	25	10/27/87	7/18/86		Active
78673570	Interview (Stylized)	US	Interview, Inc.	09		7/19/05		Abandoned
3332908	Interview (Stylized)	US	Interview, Inc.	41	11/6/07	7/19/05		Active
1256855	Art in America	US	Brant Publications, Inc.	16	11/8/83	9/1/82		Active
285463	The Magazine Antiques	US	Brant Publications, Inc.	38	7/28/31	3/23/31		Active