

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
Interior Design Media Group, LLC		05/26/2011	LIMITED LIABILITY COMPANY: FLORIDA
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: 2			
Property Type	Number	Word Mark	
Registration Number:	2435400	AVANT GUARDIAN	
Registration Number:	2160668	SURFACE	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<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 Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	8035518-15		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 2435400

900193727

TRADEMARK
 REEL: 004555 FRAME: 0589

Date:

06/07/2011

Total Attachments: 7

source=6-7-11 Interior Design Media Group LLC-TM#page1.tif

source=6-7-11 Interior Design Media Group LLC-TM#page2.tif

source=6-7-11 Interior Design Media Group LLC-TM#page3.tif

source=6-7-11 Interior Design Media Group LLC-TM#page4.tif

source=6-7-11 Interior Design Media Group LLC-TM#page5.tif

source=6-7-11 Interior Design Media Group LLC-TM#page6.tif

source=6-7-11 Interior Design Media Group LLC-TM#page7.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):

INTERIOR DESIGN MEDIA GROUP, LLC

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

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 05/26/2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: VSS Mezzanine Partners, L.P., as Administrative Agent

Internal

Address: _____

Street Address: 55 East 52nd Street, 33rd Floor

City: New York

State: NY

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)

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 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: _____

Street Address: 345 Park Avenue

City: New York

State: NY 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:

2

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

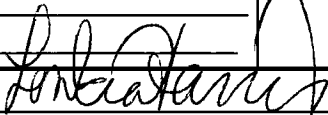
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

06/06/2011

Date

Loukia Harris

Name of Person Signing

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

7

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 May 26, 2011, is made by Interior Design Media Group, LLC, a Florida limited liability company (“Grantor”), 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).

WITNESSETH:

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;

WHEREAS, pursuant to the Joinder Agreement dated as of March 17, 2010 made by Grantor in favor of the Administrative Agent, Grantor became a party to that certain Guaranty and Security Agreement dated as of November 13, 2007 in favor of the Administrative Agent (the “Guaranty and Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement; and

WHEREAS, Grantor acquired certain intellectual property from Quadra Media, LLC (“Seller”) pursuant to that certain Asset Purchase Agreement dated as of April 8, 2011 entered into between Grantor and Seller.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, 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. 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 Grantor (the “IP Collateral”):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the assets described in subsection (a) above;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all of its Copyright and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 2 hereto;
- (e) all renewals, reversions and extensions of the assets described in subsection (d) above; and
- (f) 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 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. 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, Copyrights, and all 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]

IN WITNESS WHEREOF, 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,

INTERIOR DESIGN MEDIA GROUP, LLC

By: 

Name: Chris Fabian

Title: Chief Financial Officer

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

IN WITNESS WHEREOF, 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,

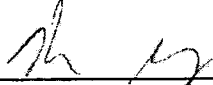
INTERIOR DESIGN MEDIA GROUP, LLC

By: _____
Name: Chris Fabian
Title: Chief Financial Officer

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

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

DOMESTIC REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>	<u>Status</u>
AVANT GUARDIAN	2,435,400	03/13/2001	Registered
SURFACE	2,160,668	05/26/1998	Registered

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

DOMESTIC REGISTERED COPYRIGHTS / COPYRIGHT APPLICATIONS

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
None			