

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cruz Bay Publishing, Inc.		07/15/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT Lending Services Corporation, as Collateral Agent
<b>Street Address:</b>	1 CIT Drive
<b>City:</b>	Livingston
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07039
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2528535	PASSAGEMAKER
Serial Number:	77852550	SHAPING THE SUCCESSFUL SHOP
Registration Number:	3836801	SOUNDINGS
Registration Number:	1122364	SOUNDINGS
Registration Number:	2374291	SOUNDINGS
Registration Number:	2205867	SOUNDINGS TRADE ONLY
Registration Number:	2630091	SOUNDINGS TRADE ONLY TODAY
Registration Number:	3264461	THE MASTER'S SERIES
Registration Number:	3285561	TRAWLER FEST
Registration Number:	2486313	TRAWLERPORT
Registration Number:	1465437	WOODSHOP
Serial Number:	77875529	WOODSHOP NEWS
Registration Number:	2209123	WOODSHOP NEWS

**CORRESPONDENCE DATA**

**900197243**

**TRADEMARK  
 REEL: 004584 FRAME: 0925**

**CH \$340.00 2528535**

Fax Number: (800)432-5298  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 401-276-6418  
Email: jdavis@eapdlaw.com  
Correspondent Name: Jessica Davis  
Address Line 1: One Financial Plaza  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	23666.0215
NAME OF SUBMITTER:	Jessica Davis
Signature:	/JDavis/
Date:	07/18/2011

Total Attachments: 8  
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TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 15, 2011, by CRUZ BAY PUBLISHING, INC., a Delaware corporation ("Debtor"), to and with CIT LENDING SERVICES CORPORATION, a Delaware corporation, as **Collateral Agent** (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor has executed and delivered to Collateral Agent a certain Guaranty and First Lien Security Agreement dated as of December 21, 2006, as amended by a certain First Amendment to First Lien Loan Agreement and First Lien Security Agreement dated as of January 5, 2009, as further amended by a certain Second Amendment to First Lien Loan Agreement and First Lien Security Agreement dated as of February 23, 2010, as further amended by a certain Third Amendment to First Lien Loan Agreement and First Lien Security Agreement and First Amendment to Guaranty and First Lien Security Agreement dated as of January 20, 2011, and as further amended by a certain Fourth Amendment to First Lien Loan Agreement and First Lien Security Agreement and Second Amendment to Guaranty and First Lien Security Agreement dated of even date herewith, as the same may be further amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Collateral Agent, on behalf of the Secured Parties, and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Collateral Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Collateral Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all trademarks, service marks and trade names, and all applications and registrations therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications acquired by Debtor in connection with the Dominion Acquisition (as defined in the General Security Agreement) as well as all other material United States trademark registrations and applications obtained by Debtor since January 20, 2011.

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. **Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Collateral Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Collateral Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Collateral Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Collateral Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** Debtor hereby appoints Collateral Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Collateral Agent deem necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so

executed, delivered and recorded by Collateral Agent (or Collateral Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between Debtor and Collateral Agent, nor any failure to exercise, nor any delay in exercising on the part of Collateral Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Collateral Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Collateral Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Collateral Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.


6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

CRUZ BAY PUBLISHING, INC.

By:   
Brian Sellstrom, Senior Vice President

CIT LENDING SERVICES  
CORPORATION, as Collateral Agent

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared Brian Sellstrom, the Senior Vice President of Cruz Bay Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

[Cruz Bay – Trademark Security Agreement]

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On July 12, 2011 before me, CHARLES J. CETOLA, Notary Public  
(Here insert name and title of the officer)

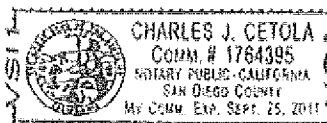
personally appeared BRIAN SEELSTROM

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that by his/hers/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Charles J. Cetola*  
 Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
(Title or description of attached document)	
(Title or description of attached document (continued))	
Number of Pages _____ Document Date _____	
(Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual(s)	
<input type="checkbox"/> Corporate Officer	
(Title)	
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other	

### INSTRUCTIONS FOR COMPLETING THIS FORM

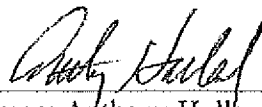
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signers). Please check the document carefully for proper notarial verbiage and attach this form if required.*
- \* State and county information must be the State and county where the document signers personally appeared before the notary public for acknowledgment.
  - \* Date of notarization must be the date that the signers personally appeared which must also be the same date the acknowledgment is completed.
  - \* The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - \* Print the names of document signers who personally appear at the time of notarization.
  - \* Indicate the correct singular or plural form by crossing (X) incorrect boxes (circle the box) or use for circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - \* The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges or is not sufficient then please otherwise complete a different acknowledgment form.
  - \* Signature of the notary public must match the signature on the with the other on the same date.
    - o Additional information is not required but could help to explain the acknowledgment is not attached or attached as a different document.
    - o Indicate title or type of attached document, number of pages and date.
    - o Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, etc.) as relevant.
  - \* Securely attach this document to the signed document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**CRUZ BAY PUBLISHING, INC.**

By: \_\_\_\_\_  
Brian Sellstrom, Senior Vice President

**CIT LENDING SERVICES  
CORPORATION, as Collateral Agent**

By:  \_\_\_\_\_  
Print Name: Anthony Holland  
Title: Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared Brian Sellstrom, the Senior Vice President of Cruz Bay Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

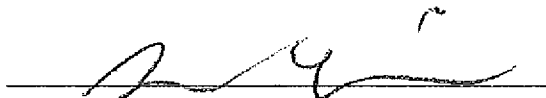
[Cruz Bay – Trademark Security Agreement]

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STATE OF NEW JERSEY       )  
COUNTY OF ESSEX         )

In Livingston on this 13th day of July, 2011, before me personally appeared Anthony Holland, the Vice President of CIT Lending Services Corporation, as Collateral Agent, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said corporation.



**JAMES ERWIN**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires Dec. 8, 2015**

Notary Public  
Print Name: JAMES ERWIN  
My Commission expires: 12/8/15

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark</b>	<b>Appl. No/ Reg. No.</b>	<b>Appl. Date/ Reg. Date</b>
PASSAGEMAKER	2,528,535	1/8/02
SHAPING THE SUCCESSFUL SHOP	77/852550	7/1/09
SOUNDINGS	3,836,801	8/24/10
SOUNDINGS	1,122,364	7/17/79
SOUNDINGS	2,374,291	8/8/00
SOUNDINGS TRADE ONLY	2,205,867	11/24/98
SOUNDINGS TRADE ONLY TODAY	2,630,091	10/8/02
THE MASTER'S SERIES	3,264,461	7/17/07
TRAWLER FEST	3,285,561	8/28/07
TRAWLERPORT	2,486,313	9/4/01
WOODSHOP	1,465,437	11/17/87
WOODSHOP NEWS	77,875,529	7/1/09
WOODSHOP NEWS w/design	2,209,123	12/8/98