

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
Cruz Bay Publishing, Inc.		07/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MCG Capital Corporation		
Street Address:	1100 Wilson Boulevard		
Internal Address:	Suite 3000		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	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	

OP \$340.00 2528535

CORRESPONDENCE DATA

Fax Number: (703)247-7545
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-247-7542
Email: rthomas@mcgcapital.com
Correspondent Name: Ruth Thomas
Address Line 1: 1100 Wilson Boulevard
Address Line 2: Suite 3000
Address Line 4: Arlington, VIRGINIA 22209

NAME OF SUBMITTER:	Ruth Thomas
Signature:	/RThomas/
Date:	07/20/2011

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 **MCG CAPITAL 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 Second Lien Security Agreement dated as of December 21, 2006, as amended by a certain First Amendment to Second Lien Loan Agreement and Second Lien Security Agreement dated as of January 8, 2009, as further amended by a certain Second Amendment to Second Lien Loan Agreement and Second Lien Security Agreement dated as of February 23, 2010, as further amended by a certain Third Amendment to Second Lien Loan Agreement and Second Lien Security Agreement and First Amendment to Guaranty and Second Lien Security Agreement of dated as of January 20, 2011, and as further amended by a certain Fourth Amendment to Second Lien Loan Agreement and Second Lien Security Agreement and Second Amendment to Guaranty and Second Lien Security Agreement 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

**MCG CAPITAL CORPORATION, as
Collateral Agent**

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

In _____ on this ___ day of July, 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
(Please insert name and title of the officer.)

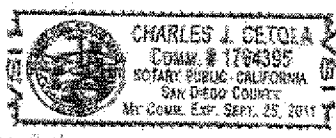
personally appeared BRIAN SELLSTROM

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/~~her~~^{his} authorized capacity(ies), and that by his/~~her~~^{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 INSTRUMENT TO BE ACKNOWLEDGED

1. Name of Instrument

2. Date of Instrument

3. Description of Instrument

4. Name of Party

5. Address of Party

6. City and State of Party

7. Name of Party

8. Address of Party

9. City and State of Party

10. Name of Party

11. Address of Party

12. City and State of Party

INSTRUCTIONS FROM COMPLETING THIS FORM


The information contained on this form is for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information on this form is not to be used as a basis for any insurance or financial product. The information on this form is not to be used as a basis for any insurance or financial product. The information on this form is not to be used as a basis for any insurance or financial product.

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

**MCG CAPITAL CORPORATION, as
Collateral Agent**

By:  _____
Print Name: **Andrew Jacobson**
Title: **Vice President**

STATE OF _____)
COUNTY OF _____)

In _____ on this ___ day of July, 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]

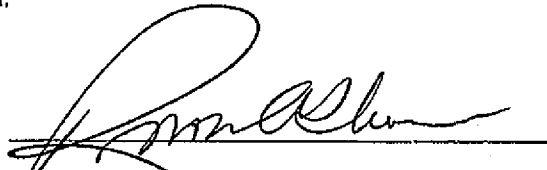
SCHEDULE A

TRADEMARKS

Trademark	Appl. No/ Reg. No.	Appl. Date/ Reg. Date
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

COMMONWEALTH OF VIRGINIA)
COUNTY OF ARLINGTON)

In Arlington, Virginia on this 14th day of July, 2011, before me personally appeared Andrew Jacobson, the Managing Director and Vice President of MCG Capital 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 executed to be his free act and deed in said capacity and the free act and deed of said corporation.



Notary Public

Print Name: Ruth A. Thomas

My Commission expires: _____

My Commission Expires on January 31, 2012