

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Form of Grant of Security Interest in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mothering Magazine, Inc.		03/04/2011	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Kalish, Quigley & Rosen, Inc.		
Street Address:	120 Cabrini Boulevard, Suite 69		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10033		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2437277	MOTHERING	
CORRESPONDENCE DATA			
Fax Number:	(505)243-2542		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	505-998-1502		
Email:	swilkes@peacocklaw.com		
Correspondent Name:	Jeffrey D. Myers		
Address Line 1:	Peacock Myers, P.C.		
Address Line 2:	P.O. Box 26927		
Address Line 4:	Albuquerque, NEW MEXICO 87125-6927		
ATTORNEY DOCKET NUMBER:	33361-1001		
NAME OF SUBMITTER:	Jeffrey D. Myers		
Signature:	/Jeffrey D. Myers/		

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**TRADEMARK
 REEL: 004617 FRAME: 0763**

Date:

09/06/2011

Total Attachments: 2

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FORM OF GRANT OF SECURITY INTEREST IN TRADEMARKS

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GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of *March 4* ~~February 21~~, 2011, made by Mothering Magazine, Inc., a New Mexico corporation ("Grantor"), in favor of Kalish, Quigley & Rosen, Inc., a New York corporation, as trustee ("Secured Party").

WHEREAS, Grantor is the owner of the United States trademarks and service marks for MOTHERING, MOTHERING MAGAZINE, and MOTHERING.COM, including the associated registrations and applications for registration thereof, namely U.S. Trademark Registration No. 2,437,277 (collectively, the "Trademarks") and all goodwill of any business associated and connected therewith or symbolized thereby; and

WHEREAS, pursuant to the General Release Settlement Agreement and Amendment of Security Interest, dated as of *March 4* ~~February 21~~, 2011, by and among Grantor and the Secured Party (the "Agreement"), Grantor granted, assigned and conveyed to Secured Party a continuing security interest in, and lien on, certain intellectual property, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 3 of the Agreement, Grantor agreed to execute and deliver to Secured Party this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to Secured Party a continuing security interest in, and lien on, the

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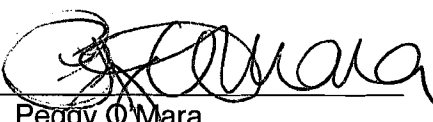
Trademark Collateral, in each case, now existing or hereafter acquired, provided that the grant of security interest shall not include any intent-to-use Trademark application or Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

1. The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Party, and Grantor hereby requests the PTO to file and record the same.

2. Grantor and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may be terminated only in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Grant to be duly executed and delivered as of the date first above written.

MOTHERING MAGAZINE, INC.

By 
Peggy O'Mara
President

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