

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
LDI Operations, LLC		10/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06903		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3242756	LEARNERS DIGEST	
Registration Number:	1045818	AUDIO-DIGEST	
Registration Number:	3978984	DIABETES INSIGHT	
Registration Number:	1045128	AUDIO-DIGEST FOUNDATION	
Registration Number:	3084103	NURSES-DIGEST	
Registration Number:	3533204	THE SPOKEN MEDICAL JOURNALS	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 3242756

ATTORNEY DOCKET NUMBER:	961658
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/28/2011
Total Attachments: 4 source=10-28-11 LDI Operations-TM#page1.tif source=10-28-11 LDI Operations-TM#page2.tif source=10-28-11 LDI Operations-TM#page3.tif source=10-28-11 LDI Operations-TM#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **LDI OPERATIONS, LLC**, a Delaware limited liability company (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, (the "**Lender**") are parties to a Security Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Pursuant to the Security Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "**Trademarks**"), together with the goodwill of the business symbolized by the Trademarks, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 185 Asylum Street, Hartford, Connecticut 06903.

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.


This Agreement shall be governed by, and construed in accordance with the laws of the State of Connecticut.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of October 20, 2011.

LDI OPERATIONS, LLC

By: _____



Name: JEA STUDIO

Title: PRESIDENT AND CEO

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of October 20, 2011

MARK	REGISTRATION NO./SERIAL NO.	REGISTRATION DATE
LEARNERS DIGEST	3,242,756/ 76/258,683	05/15/2007
AUDIO-DIGEST	1,045,818/ 73/044,322	08/10/1976
DIABETES INSIGHT	3,978,984/ 77/915,602	06/14/2011
AUDIO-DIGEST FOUNDATION	1,045,128/ 73/044,423	07/27/1976
NURSES-DIGEST	3,084,103/ 76/588,608	04/25/2006
THE SPOKEN MEDICAL JOURNALS	3,533,204/ 77/291,697	11/18/2008