

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
Media Source, Inc.		11/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 S. Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3774841	JUNIOR LIBRARY GUILD	
Registration Number:	3788539	JUNIOR LIBRARY GUILD	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7827		
Phone:	312-201-3927		
Email:	rebecca.silva@goldbergkohn.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:	Rebecca Silva, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.229		
NAME OF SUBMITTER:	Rebecca Silva		

OP \$65.00 3774841

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**TRADEMARK
 REEL: 004656 FRAME: 0514**

Signature:	/rebeccasilva/
Date:	11/07/2011
Total Attachments: 5 source=Media Source TSA#page1.tif source=Media Source TSA#page2.tif source=Media Source TSA#page3.tif source=Media Source TSA#page4.tif source=Media Source TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2011, by MEDIA SOURCE, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all the registered Trademarks and Trademark applications referred to on Schedule I hereto, all good will associated with the same, as well as all renewals and extensions thereof;

(b) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and,

(c) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. RECORDATION. The Grantor authorizes the Commissioner for Trademarks, and any other government officials to record and register this Agreement upon request by the Agent or Lenders.

6. SUCCESSORS AND ASSIGNS. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDIA SOURCE, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDIA SOURCE, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: Sunil Mehta
Title: Senior Vice President

SCHEDULE I

TRADEMARKS

JUNIOR LIBRARY GUILD		United States of America	
App. No	Docket No.	Reg. No	
App. Date	Cam No.	Reg. Date	
77/979,000	012684-0005-999	3,774,841	Registered
April 30, 2009	560255-795005	April 13, 2010	
Grantor:			
MEDIA SOURCE, INC.			Section 8 & 15 Due April 13, 2016 Renewal Due April 13, 2020

35 ONLINE BOOKSTORE SERVICES; ARRANGING SUBSCRIPTIONS OF THIRD PARTY PUBLICATIONS INTENDED FOR CHILDREN AND YOUNG ADULTS; READING MATERIAL COLLECTION PROCUREMENT SERVICES FOR LIBRARIES; ADVERTISING SERVICES, NAMELY, PROMOTING THE BOOKS OF OTHERS BY MEANS OF REVIEWS REGARDING SAME

JUNIOR LIBRARY GUILD		United States of America	
App. No	Docket No.	Reg. No	
App. Date	Cam No.	Reg. Date	
77/725,937	012684-0003-999	3,788,539	Registered
April 30, 2009	560255-999001	May 11, 2010	
Grantor:			
MEDIA SOURCE, INC.			Section 8 & 15 Due May 11, 2016 Renewal Due May 11, 2020

TRADEMARK

REEL: 004656 FRAME: 0520

RECORDED: 11/07/2011