

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vicon Publishing, Inc.		12/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NewStar Financial, Inc., as Administrative Agent		
Street Address:	500 Boylston Street, Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3779693	DIGITAL FORENSIC INVESTIGATOR	
Registration Number:	3812651	DFI NEWS	
Registration Number:	3812652	DFI NEWS DIGITAL FORENSIC INVESTIGATOR	
Registration Number:	3097001	ANIMAL LAB NEWS	
Registration Number:	3612449	FORENSIC MAGAZINE	
Registration Number:	3097000	CONTROLLED ENVIRONMENTS MAGAZINE	
Registration Number:	3094556	CONTROLLED ENVIRONMENTS MAGAZINE	
Registration Number:	3105395	FORENSIC MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
Phone:	617-951-8132		
Email:	linda.salera@bingham.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:	Linda A. Salera		

OP \$215.00 3779693

Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	01/05/2012

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 31, 2011, is entered into by and between **VICON PUBLISHING, INC.**, a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **NEWSTAR FINANCIAL, INC.**, as administrative agent and collateral agent for the benefit of Secured Parties (hereinafter, together with its successors as administrative agent and collateral agent for the benefit of Secured Parties, called the "**Administrative Agent**").

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of June 30, 2006, by and among Advantage Business Media LLC, a Delaware limited liability company ("**Borrower**"), Advantage Media Holdings LLC, a Delaware limited liability company ("**Parent Company**"), the several financial institutions from time to time party to the Credit Agreement as lenders thereunder (collectively, "**Lenders**"), and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Credit Agreement**"), the Lenders have made and have agreed to make Credit Extensions to the Borrower.

B. The Grantor has granted to the Administrative Agent, for the benefit of Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property of the Grantor pursuant to and upon the terms and conditions contained in the Security Agreement, dated as of June 30, 2006, by and among the Grantor, the Borrower, the Parent Company, and the Administrative Agent (as amended, amended and restated, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

C. Upon the terms contained in the Credit Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent, for the benefit of Secured Parties, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

- (i) each of its Marks identified in Schedule I hereto;
- (ii) each of its Patents identified in Schedule II hereto;
- (iii) each of its Copyrights identified in Schedule III hereto;
- (iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each such Mark, Patent and Copyright; and
- (v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any such Mark, (B) injury to any goodwill associated with any such Mark, (C) infringement of any such Patent or Copyright, or (D) injury to any goodwill associated with any such Patent or Copyright.

(b) **“Credit Agreement”** and **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Obligations”** shall mean any and all of the Obligations (as that term is defined in the Credit Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Administrative Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property.

3. **Security Interests.** The security interests and Liens granted by the Grantor to the Administrative Agent pursuant to this Intellectual Property Security

Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other Applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

4. **Termination.** This Intellectual Property Security Agreement shall terminate upon the Termination Date, all as provided by Section 10.10 of the Security Agreement. Upon any termination of the Liens created hereunder upon the Termination Date, the Administrative Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

5. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE ADMINISTRATIVE AGENT AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR COLLATERAL DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OF THE OTHER COLLATERAL DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN SECTION 10.14 AND SECTION 10.15 OF THE CREDIT AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

6. Delivery by Facsimile or Electronic Transmission. Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile or by any other electronic method of transmission shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

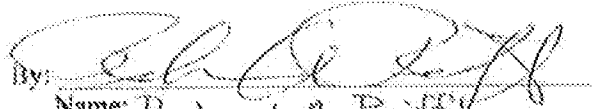
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****Signature Page to Vicon Publishing, Inc. Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

VICON PUBLISHING, INC.

By: 
Name: Richard A. Reiff
Title: CEO

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By: _____
Name: Robert F. Milordi
Title: Managing Director

Signatures Page to Vicon Publishing, Inc. Intellectual Property Security Agreement

A/3691384

TRADEMARK
REEL: 004692 FRAME: 0401

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

VICON PUBLISHING, INC.

By: _____
Name: Richard Reiff
Title: Chief Executive Officer

The Administrative Agent:

NEWSTAR FINANCIAL, INC.

By:  _____
Name: Robert F. Milordi
Title: Managing Director

Signature Page to Vicon Publishing, Inc. Intellectual Property Security Agreement

SCHEDULE I

To

VICON PUBLISHING, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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See attached Annex A.

B. U.S. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application Number</u>	<u>Date</u>
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None.

C. U.S. TRADEMARK LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

ANNEX A

to

SCHEDULE I

to

VICON PUBLISHING, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No</u>	<u>Reg. Date</u>
DIGITAL FORENSIC INVESTIGATOR	3,779,693	20 April 2010
DFI NEWS	3,812,651	06 July 2010
DFI NEWS DIGITAL FORENSIC INVESTIGATOR	3,812,652	06 July 2010
ANIMAL LAB NEWS	3,097,001	23 May 2006
FORENSIC MAGAZINE	3,612,449	28 April 2009
CONTROLLED ENVIRONMENTS MAGAZINE	3,097,000	23 May 2006
CONTROLLED ENVIRONMENTS MAGAZINE	3,094,556	16 May 2006
FORENSIC MAGAZINE	3,105,395	13 June 2006

SCHEDULE II

To

VICON PUBLISHING, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. PATENT REGISTRATIONS.

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status/Comments</u>
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None.

B. U.S. PATENT APPLICATIONS.

<u>Patent</u>	<u>Application Number</u>	<u>Date</u>	<u>Status/Comments</u>
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None.

C. U.S. PATENT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE III

To

VICON PUBLISHING, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. COPYRIGHT REGISTRATIONS.

<u>Copyright</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

B. U.S. COPYRIGHT APPLICATIONS.

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

C. U.S. COPYRIGHT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

