

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
E H Publishing, Inc.		12/21/2011	CORPORATION: TEXAS

<b>RECEIVING PARTY DATA</b>	
Name:	RBS Citizens, National Association
Street Address:	28 State Street
Internal Address:	Attention: Frank J. Grueter, III, Senior V. P.
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: MASSACHUSETTS

<b>PROPERTY NUMBERS Total: 21</b>		
Property Type	Number	Word Mark
Registration Number:	1849873	ELECTRONIC HOUSE
Registration Number:	3197949	TBX TECHOME BUILDER CONFERENCE & EXPO
Registration Number:	3310067	HOME ELECTRONIC IDEAS
Registration Number:	3315167	WFX
Registration Number:	3241073	TECHOME BUILDER THE BUILDER'S GUIDE TO TECHNOLOGY
Registration Number:	3238641	CEPRO
Registration Number:	3235629	EHX ELECTRONIC HOUSE EXPO
Registration Number:	3241072	CEPRO RETAILING
Registration Number:	3072277	LIVE SOUND WORKSHOP
Registration Number:	2884166	LIVE SOUND INTERNATIONAL
Registration Number:	2794686	LIVE SOUND INTERNATIONAL
Registration Number:	3009442	CHURCH SOUND
Registration Number:	3060165	R-E-P RECORDING ENGINEERING PRODUCTION

OP \$540.00 1849873

Registration Number:	3317620	PROSOUNDWEB.COM
Registration Number:	3609097	CHANNELPRO THE INSIDER'S GUIDE TO SMB
Registration Number:	3371280	PROSOUNDWEB.COM
Registration Number:	2913208	LOGISTICS MANAGEMENT
Registration Number:	1997699	LOGISTICS MANAGEMENT
Registration Number:	1349273	MATERIAL HANDLING PRODUCT NEWS
Registration Number:	2183152	SUPPLY CHAIN MANAGEMENT REVIEW
Registration Number:	2935155	SUPPLY CHAIN MANAGEMENT REVIEW

**CORRESPONDENCE DATA**

Fax Number: (617)720-4133  
Phone: 617-227-7460 ext. 18  
Email: randy@fongkaston.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Randy Kaston  
Address Line 1: 24 School Street  
Address Line 4: Boston, MASSACHUSETTS 02108

ATTORNEY DOCKET NUMBER:	CITI-225
NAME OF SUBMITTER:	Randy Kaston
Signature:	/Randy Kaston/
Date:	01/06/2012

**Total Attachments: 12**  
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### Trademark Security Agreement

The undersigned, E H Publishing, Inc. a Texas Corporation ("Debtor"), having its offices at 111 Speen Street, Framingham, MA 01701 for value received, hereby grants unto RBS Citizens, National Association, having its offices at 28 State Street, Boston, MA 02109 ("Creditor") a security interest in:

- the United States trademarks, trademark applications and trademark registrations owned by Debtor listed in Exhibit I hereto;
- all applications and registrations of the trademarks owned by Debtor in any state of the United States and any foreign countries or localities all of which are listed in Exhibit II hereto;
- all trade names owned by Debtor;
- all elements of package or trade dress of goods owned by Debtor;
- the goodwill of Debtor's business connected with and symbolized by the above-mentioned trademarks, trade names and package or trade dress; and

The indicated assets enumerated above are collectively called the "Collateral." This security agreement also applies to the proceeds of such Collateral,

Provided, however, that nothing herein contained shall relieve the Debtor from the performance of any covenant, agreement or obligation on the Debtor's part to be performed under any license or franchise agreement presently in effect or hereafter entered into by the Debtor licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or franchise agreement or other party or impose any liability on Creditor for the acts or omissions of the Debtor in connection with any such license or license agreement. Provided further that this Agreement will not relate to or affect any of Debtor's trademark applications based on intent-to-use the marks until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the Patent and Trademark Office and the marks are actually used in commerce.

1. INDEBTEDNESS SECURED: This Agreement secures the Debtor's obligations ("Obligations") under (a) a certain Revolving Line of Credit Note dated the date hereof, as the same may be amended, modified or supplemented from time to time, executed by the Debtor, pursuant to an Amended and Restated Loan Agreement dated the date hereof, as the same may be amended, modified or supplemented from time to time (except as otherwise defined herein, the terms defined in the Amended and Restated Loan Agreement are used herein as therein defined) and (b) all other Loan Documents to which the Debtor is or is to be a party. This Agreement shall continue in full force and effect until terminated in accordance with the provisions of paragraph 10 hereof. The Debtor hereby represents and warrants that listed on Exhibit III hereto is a complete and accurate list of the names and addresses of each party to whom any part of the Collateral has been licensed, the date of the applicable license agreement with such party, the term thereof and the royalty or royalties paid or payable thereunder, and agrees that it will not grant any other license for any of the Collateral without the prior written consent of Creditor.

2. REPRESENTATION AND WARRANTIES: The Debtor hereby represents and warrants that, except for the security interest granted to Creditor hereby, the Debtor is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, hypothecation or transfer of any Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Debtor, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Debtor will defend its title to the Collateral against the claims of all persons whatsoever.

3. USE AND OWNERSHIP PRIOR TO DEFAULT: Unless and until an Event of Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the collateral, and shall have the right to use and register the Collateral in the ordinary course of the business of the Debtor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Collateral or any part thereof; *Provided, however*, that nothing herein contained shall prohibit Debtor from failing to renew or otherwise abandoning any item included within the Collateral if, in Debtor's good faith judgment, the retention of such item is not material to the proper conduct of Debtor's business, except that the Debtor shall not permit the expiration of registrations of trademarks in the United States Patent and Trademark Office, listed in Exhibit I hereto, or any Application or Registration listed in Exhibit II hereto, without the prior written consent of Creditor, which consent shall not be unreasonably withheld. In the event Debtor does not receive authorization from Creditor at least one month before any action must be taken in order to register or maintain registration for the Mark, Creditor will be deemed to have acquiesced in and authorized Debtor to take appropriate action for the sole purpose of registering or maintaining registration of the Mark.

4. REMEDIES ON DEFAULT: Upon the occurrence of an Event of Default and the acceleration of the Revolving Line of Credit Note, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Uniform Commercial Code at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

(a) In the event of sale of the Collateral, or any part thereof, Creditor shall give the Debtor reasonable notice of the time and place of any public sale thereof or of the time and place of any private sale or that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to the Debtor at its address set forth on the first page hereof or such other address as the Debtor may by notice have furnished Creditor in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Debtor shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Debtor shall be breached, Creditor may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Debtor hereunder the cost or expense incurred by Creditor in doing so, and any and all amounts expended by Creditor in taking any such action shall be repayable to it upon its demand to the Debtor thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the Amended and Restated Loan Agreement, from and including the date advanced to the date of repayment.

(c) Debtor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark registrations listed in Exhibit I hereof. In the event that Debtor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Debtor does hereby irrevocably appoint Creditor its attorney-in-fact to execute any or all of such documents on Debtor's behalf.

5. APPLICATION OF PROCEEDS: All proceeds of Collateral shall be applied as follows:

First: to the payment of all expenses incurred by Creditor in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Creditor in connection therewith, and to the repayment of all advances made by Creditor hereunder for the account of the Debtor and the payment of all costs and expenses paid or incurred by Creditor in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Creditor; and

Second: to the payment in full of the Obligations, any surplus to be paid to the Debtor, its successors or assigns, or as a court of competent jurisdiction may direct.

6. PURCHASERS OF COLLATERAL: Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall

not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.

7. INDEMNITY: The Debtor agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Agreement, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

8. FURTHER ASSURANCES: The Debtor agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Creditor's security interest in the Collateral, and hereby authorizes Creditor to file financial statements and amendments thereto relative to all or any part of the Collateral without the signature of the Debtor where permitted by law, and agrees to do such further acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder.

9. TERMINATION: This Agreement, and the security interest of Creditor hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Creditor shall release to the Debtor Creditor's security interest in the Collateral and, if requested by the Debtor, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Debtor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of the 21st day of December, 2011.

DEBTOR:

E H Publishing, Inc.

By: 

Kenneth D. Moyes, President and  
Treasurer

CREDITOR:

RBS Citizens, National Association

By: 

Frank J. Grueter, III, Senior Vice President

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REEL: 004693 FRAME: 0458

**EXHIBIT I**

United States Patent and Trademark Office

Trademark	Application Serial No. or Registration No.	Fil- ing/Registration Date	Goods or Services
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See Exhibit I continued, attached hereto

## EXHIBIT I

EH Publishing, Inc.  
110054

Status Report as of February 22, 2011


## Domain Names




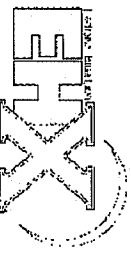

Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
0009	CEPRO.COM	United States of America	Registered			

TRADEMARK

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## Trademarks

Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
3004	ELECTRONIC HOUSE	United States of America	Registered	74/377604 Apr-12-1993	1849873 Aug-16-1994	16 - Magazine dealing with advanced housing and home automation
3016		United States of America	Registered	76/652807 Jan-04-2006	3197949 Jan-16-2007	35 - Arranging and conducting tradeshow and conferences in the field of residential design and construction
3017	HOME ELECTRONIC IDEAS	United States of America	Registered	76/652993 Jan-05-2006	3310067 Oct-09-2007	16 - magazines featuring of blend of builder and industry news and analysis, builder profiles and how-to-stories, creating a technology resource for homebuilders and allied professionals

Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
3018		United States of America	Registered	76/658155 Apr-11-2006	3315167 Oct-23-2007	41 - Education services, namely, providing seminar and conferences to discuss worship facilities of growing churches that are seeking information and resources to help plan, execute and manage their growth objectives through the use of existing facilities, audio, visual and lighting technologies
3019		United States of America	Registered	76/652992 Jan-05-2006	3241073 May-15-2007	16 - magazines regarding technology products and services and the incorporation of these products and services into new homes and remodeling project
3020		United States of America	Registered	76/652218 Dec-20-2005	3238641 May-08-2007	16 - Trade journal for professional involved in the custom electronics business
3021		United States of America	Registered	76/656709 Mar-16-2006	3235629 May-01-2007	35 - Arranging and conducting trade shows in the field of home electronics industry 41 - Arranging of home industry exhibitions and conference
3022		United States of America	Registered	76/652808 Jan-04-2006	3241072 May-15-2007	16 - Trade journal for professionals, having a showroom, design center or retail space, who are involved in the custom electronics business

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Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
3023	LIVE SOUND WORKSHOP	United States of America	Registered	78/474496 Aug-26-2004	3072277 Mar-21-2006	41 - educational services, namely, conducting workshops for the purpose of training individuals in the field of live audio technology
3024	LIVE SOUND INTERNATIONAL	United States of America	Registered	78/230455 Mar-26-2003	2884166 Sep-14-2004	16 - printed publication, namely, a journal for live event technology professionals
3025		United States of America	Registered	78/148970 Jul-30-2002	2794686 Dec-16-2003	16 - printed publication, namely, a journal for live event technology professionals
3026	CHURCH SOUND	United States of America	Registered	78/308343 Oct-02-2003	3009442 Oct-25-2005	16 - printed magazine on the subject of audio for houses of worship that are targeted to media ministers and volunteers involved with audio for houses of worship
3027		United States of America	Registered	78/540147 Dec-30-2004	3060165 Feb-21-2006	38 - providing on-line forums for transmission of messages among computer users concerning audio recording, engineering and production for audio professionals
3030		United States of America	Registered	78/864340 Apr-19-2006	3317620 Oct-23-2007	38 - providing on-line communications links which transfer the website user to other local and global web pages

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Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
3033	CHANNELPRO THE INSIDER'S GUIDE TO SMB	United States of America	Registered	76/670403 Dec-14-2006	3609097 Apr-21-2009	09 - Downloadable publications in the nature of magazines featuring IP information technology issues 16 - Magazines featuring IT information technology issues
3034	PROSOUNDWEB.COM	United States of America	Registered	76/677253 May-22-2007	3371280 Jan-22-2008	38 - Providing online communications links which transfer the website user to other local and global web pages
3035	LOGISTICS MANAGEMENT	United States of America	Registered	78/337559 Dec-08-2003	2913208 Dec-21-2004	16 - magazine serving the field of freight transportation and physical distribution, including manufacturing service and distribution industries and government agencies utilizing motor carrier, rail, air, water, warehousing and private freight transportation services
3036	LOGISTICS MANAGEMENT	United States of America	Registered	74/662238 Apr-17-1995	1997699 Aug-27-1996	16 - magazine serving the field of freight transportation and physical distribution, including manufacturing service and distribution industries and government agencies utilizing motor carrier, rail, air, water, warehousing and private freight transportation services
3038	MATERIAL HANDLING PRODUCT NEWS	United States of America	Registered	73/491487 Jul-24-1984	1349273 Jul-16-1985	16 - publication, namely a journal published periodically
3039	SUPPLY CHAIN MANAGEMENT REVIEW	United States of America	Registered	75/329936 Jul-24-1997	2183152 Aug-18-1998	16 - magazines concerning building supply retail outlets
3040	SUPPLY CHAIN MANAGEMENT REVIEW	United States of	Registered	78/388837 Mar-23-2004	2935155 Mar-22-2005	16 - Printed publications namely magazines and journals relating to

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Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
3042	LIVE SOUND WORKSHOP	United States of America	Not yet filed			manufacturing, production, marketing and distribution of products - Educational services, namely, conducting workshops for the purpose of training individuals in the field of live audio technology
7000	LOGISTICS MANAGEMENT	India	Registered	1412389 Jan-09-2006	1412389 Jan-09-2006	16 - printed publications; books, publicity texts, journals, magazines, newspapers, newsletters, manuals, brochures, atlases, instructional and teaching materials; text books; reference materials; guides; printed timetables; schedules and maps; printed matter; brochures, leaflets; diaries; calendars; stationery being goods included in class 16.
7001	LOGISTICS MANAGEMENT	India	Registered	1412390 Jan-09-2006	1412390 Jan-09-2006	42 - creating and maintaining websites for electronic publications such as magazines, journals and newsletters and multimedia content. maintaining web based software, data and information, interactive learning and training systems, news about people, events, and activities of major market interest; and featuring information being services included in class 42.
7003	SUPPLY CHAIN MANAGEMENT REVIEW	India	Registered	1419910 Feb-08-2006	1419910 Feb-08-2006	42 - creating and maintaining websites for electronic publications such as magazines, journals and newsletters and multimedia content. maintaining web based software, data and information, interactive learning and training systems, providing news about people, events and

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Case	Title	Country	Case Status	Application No. Application Date	Registration No. Registration Date	Goods Services Text
7004	SUPPLY CHAIN MANAGEMENT REVIEW	India	Registered	1415841 Jan-23-2006	1415841 Jan-23-2006	activities of major market interest and featuring information, all being services included in class 42.  16 - printed publications; books, publicity texts, journals, magazines, newspapers, newsletters, manuals, brochures, atlases, instructional and teaching materials; text books; reference materials; guides; printed timetables, schedules and maps; printed matter; brochures, leaflets; diaries; calendars; stationery being goods included in class 16.

**TRADEMARK**

**REEL: 004693 FRAME: 0465**

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**EXHIBIT III**

Name and Subject Matter	Address of Licensee	Date of License Agreement	Term of License Agreement	Royalty Payable Per Annum
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None

**EXHIBIT II**

Trademark	State or Country of Application or Registration	Application Serial No. or Registration No.	Filing/Registration Date	Goods or Services
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None