

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEWBAY MEDIA LLC		01/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group L.P.		
<b>Street Address:</b>	6011 Connection Drive		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3667636	GUITAR AFICIONADO	
Registration Number:	3660094	REVOLVER	
Registration Number:	3042319	THREAT	
Registration Number:	1615689	GUITAR FOR THE PRACTICING MUSICIAN	
Registration Number:	1252923	GUITAR WORLD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)457-6315		
<b>Phone:</b>	202-457-6030		
<b>Email:</b>	kagee@pattonboggs.com, dlodge@pattonboggs.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Deborah M. Lodge		
<b>Address Line 1:</b>	2550 M Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	023714.0138		

**OP \$140.00 3667636**

**900212650**

**TRADEMARK**  
**REEL: 004700 FRAME: 0868**

NAME OF SUBMITTER:	Attorney of Record
Signature:	/Deborah M. Lodge/
Date:	01/20/2012
<p><b>Total Attachments: 15</b> source=Pledge and Security Agreement#page1.tif source=Pledge and Security Agreement#page2.tif source=Pledge and Security Agreement#page3.tif source=Pledge and Security Agreement#page4.tif source=Pledge and Security Agreement#page5.tif source=Pledge and Security Agreement#page6.tif source=Pledge and Security Agreement#page7.tif source=Pledge and Security Agreement#page8.tif source=Pledge and Security Agreement#page9.tif source=Pledge and Security Agreement#page10.tif source=Pledge and Security Agreement#page11.tif source=Pledge and Security Agreement#page12.tif source=Pledge and Security Agreement#page13.tif source=Pledge and Security Agreement#page14.tif source=Pledge and Security Agreement#page15.tif</p>	

## **FOURTH AMENDMENT TO PLEDGE AND SECURITY AGREEMENT**

This FOURTH AMENDMENT TO PLEDGE AND SECURITY AGREEMENT (this “**Amendment**”) is made and entered into as of the 17<sup>th</sup> day of January, 2012, by and among each of the undersigned grantors (each, a “**Grantor**”) and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”).

WHEREAS, Grantors and Collateral Agent entered into that certain Pledge and Security Agreement, dated as of June 30, 2007 (as the same may be amended, modified or supplemented from time to time, the “**Pledge Agreement**”); and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated on or about the date hereof by and between Future US, Inc. (the “**Seller**”), NewBay Media LLC acquired certain assets from the Seller as more fully described therein (the “**Future Acquisition**”); and

WHEREAS, the parties have elected to amend the Pledge Agreement to update the schedules to the Pledge Agreement after giving effect to the Future Acquisition and, subject to the terms and conditions set forth herein, the Collateral Agent is prepared to make such amendments;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Pledge Agreement. Unless otherwise specified, all section references herein refer to sections of the Pledge Agreement.

2. Amendments to Pledge Agreement.

2.1 Schedule 4.2. Schedule 4.2 to the Pledge Agreement is hereby amended by adding the supplemental information set forth on Schedule 4.2 attached hereto to Schedule 4.2 to the Pledge Agreement.

2.2 Schedule 4.7. Schedule 4.7(A) and (E) to the Pledge Agreement are hereby amended by adding the supplemental information set forth on Schedule 4.7(A) and (E) attached hereto to Schedule 4.7(A) and (E) to the Pledge Agreement, respectively.

3. Effectiveness of Amendment. This Amendment shall become effective upon receipt by the Collateral Agent of an executed copy of this Amendment.

4. Ratifications, Pledgor Representations and Warranties.

4.1 The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Pledge Agreement and,

except as expressly modified and superseded by this Amendment, the terms and provisions of the Pledge Agreement are ratified and confirmed and shall continue in full force and effect. Grantors and the Collateral Agent agree that the Pledge Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

4.2 Each Grantor represents and warrants that the execution, delivery and performance of this Amendment are within such Grantor's limited liability company and have been duly authorized by all necessary limited liability company action of such Grantor.

5. Benefits. This Amendment shall be binding upon and inure to the benefit of the Collateral Agent and Grantors and their respective successors and assigns; provided, however, that no Grantor may, without the prior written consent of the Collateral Agent, assign any rights, powers, duties or obligations under this Amendment, the Pledge Agreement or any of the other Loan Documents.

6. Construction. **THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).**

7. Invalid Provisions. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

8. Entire Agreement. The Pledge Agreement, as amended by this Amendment, contains the entire agreement among the parties regarding the subject matter hereof and supersedes all prior written and oral agreements and understandings among the parties hereto regarding same.

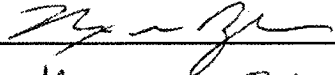
9. Reference to Pledge Agreement. The Pledge Agreement and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Pledge Agreement, as amended hereby, are hereby amended so that any reference in the Pledge Agreement to the Pledge Agreement shall mean a reference to the Pledge Agreement as amended hereby.

10. Counterparts. This Amendment may be separately executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same agreement.

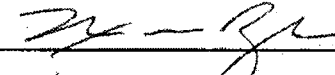
*[signature pages follow]*

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

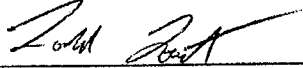
**NEWBAY MEDIA LLC**

By:   
Name: Max von Zuben  
Title: Vice President

**NEWBAY MEDIA HOLDINGS LLC**

By:   
Name: Max von Zuben  
Title: Vice President

**GOLDMAN SACHS SPECIALTY LENDING GROUP,  
L.P.,**  
as the Collateral Agent

By:   
Name: Todd B. Foust  
Title: Senior Vice President

Schedules  
[See Attached]

SUPPLEMENT TO SCHEDULE 4.2  
TO PLEDGE AND SECURITY AGREEMENT

LOCATION OF EQUIPMENT AND INVENTORY

Additional Information:

<u>Name of Grantor</u>	<u>Location of Equipment and Inventory</u>
NewBay Media LLC*	149 Fifth Avenue New York, NY 10010*
NewBay Media LLC**	Brown Printing Company 2300 Brown Avenue Waseca, MN 56093**

\* The Grantor has entered into (i) an Asset Purchase Agreement (the “*Future Purchase Agreement*”) with Future US, Inc., a California corporation (together, “*Future*”) and (ii) a Transition Services Agreement with Future (the “*Transition Services Agreement*”), each dated as of January 12, 2012. Pursuant to the Future Purchase Agreement, the Grantor has acquired certain assets of Future. The locations indicated with an asterisk (\*) above are leased by Future. The Equipment and Inventory at the locations indicated with an asterisk (\*) above is limited to such as shall be included in the Assets (as defined in the Future Purchase Agreement) and in the possession of, or otherwise used by, certain employees of Grantor performing services for Grantor at such locations for the period specified in the Transition Services Agreement.

\*\* Following the Closing under the Future Purchase Agreement in connection with the provision of transition printing services for the period specified in the Transition Services Agreement.



SUPPLEMENT TO SCHEDULE 4.7(A)  
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Trademarks

Additional trademarks being acquired pursuant to the Future Acquisition with respect to which the Grantor intends to record the assignment from Future:

**Registered Trademarks**

<u>Name</u>	<u>Registration/Serial No.</u>	<u>Int'l Class</u>
Guitar Aficionado	3667636	16
Guitar Aficionado – abandoned	78957366	16
Guitar For the Practicing Musician	1615689	16
Guitar for the Practicing Musician – cancelled	1396237	16
Guitar One – cancelled	2004416	16
Guitar Shop – cancelled	2004417	16
Guitar World	1252923	16
Guitar World Acoustic – abandoned	76535895	16
Guitar World's Bass Guitar – cancelled	2797770	16
Guitar World presents Classic Rock – abandoned	76535861	16
Revolution – abandoned	75812052	16
Revolver	3660094	16
Revolver – cancelled	2392326	16
Threat – deadline to file a renewal application and declaration indicating that the trademark is still in use in commerce passed on Jan. 10, 2012	3042319	16

**Pending Trademark Applications**

None

SUPPLEMENT TO SCHEDULE 4.7(E)  
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY

Copyrights

Additional registered copyrights being acquired pursuant to the Future Acquisition (see Schedule 4.7(H) to this Pledge Supplement):

**Registered Copyrights**

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Guitar Aficionado</b>				
Guitar Aficionado	Volume 1 No 1	5/12/2009	TX 6-772-372	7/17/2009
Guitar Aficionado	Volume 1 No 2	8/18/2009	TX 6-703-705	11/8/2009
Guitar Aficionado	Vol 1 No 3	10/13/2009	TX 6-778-095	1/28/2010
Guitar Aficionado	Vol 1 No 4	12/22/2009	TX 6-778-095	1/28/2010
Guitar Aficionado	Vol 2 No 1	3/2/2010	TX 6-770-059	5/11/2010
Guitar Aficionado	Vol 2 No 2	6/15/2010	TX 6-780-412	9/8/2010
Guitar Aficionado	Vol 2 No 3	9/14/2010	TX 6-780-412	9/8/2010

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Guitar World DVD</b>				
Guitar World DVD	No. 80	1/6/2009	TX 6-687-402	4/17/2009
Guitar World DVD	No. 81	2/17/2009	TX 6-687-402	4/17/2009
Guitar World DVD	No. 89	9/30/2008	TX 6-718-182	3/2/2009
Guitar World DVD	No. 91	11/1/2008	TX 6-718-182	3/2/2009
Guitar World DVD	No. 94	4/14/2009	TX 6-772-710	7/17/2009
Guitar World DVD	No. 95	6/23/2009	TX 6-772-710	7/17/2009
Guitar World DVD	No. 96	9/1/2009	TX 6-703-699	11/4/2009
Guitar World DVD	No. 86	6/22/2010	TX 6-777-361	10/1/2010
Guitar World DVD	No. 87	9/28/2010		

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Guitar Legends</b>				
Guitar Legends	No. 66	12/16/2003	TX 5-969-902	4/5/2004
Guitar Legends	No. 68	3/2/2004	TX 5-965-642	4/5/2004
Guitar Legends	No. 75	6/8/2004	TX 6-145-183	11/1/2004
Guitar Legends	No. 76	9/21/2004	TX 6-153-537	11/1/2004
Guitar Legends	No. 78	12/2/2004	TX 6-111-662	1/21/2005
Guitar Legends	No. 79	2/8/2005	TX 6-152-740	3/29/2005
Guitar Legends	No. 80	4/5/2005	TX 6-201-376	6/6/2005
Guitar Legends	No. 81	5/31/2005	TX 6-204-351	7/18/2005
Guitar Legends	No. 83	8/23/2005	TX 6-237-929	9/19/2005
Guitar Legends	No. 84	10/18/2005	TX 6-299-027	12/19/2005
Guitar Legends	No Jan-Feb. 06	12/6/2005	TX 6-341-435	3/17/2006
Guitar Legends	No. 87	1/4/2006	TX 6-339-229	3/17/2006
Guitar Legends	No. 88	3/28/2006	TX 6-381-104	7/18/2006

Guitar Legends	No. 89	5/23/2006	TX 6-381-108	7/18/2006
Guitar Legends Classic Rock Explosion	Vol. 93 No. 109		TX 6-716-778	
Guitar Legends	No 109	12/9/2008	TX 6-699-610	3/18/2009
Guitar Legends	No 110	5/19/2009	TX 6-718-064	7/17/2009
Guitar Legends	No 111	9/29/2009	TX 6-703-695	11/4/2009
Guitar Legends	No 112	12/1/2009	TX 6-774-333	1/25/2010
Guitar Legends	No 113	3/2/2010	TX 6-780-738	9/8/2010
Guitar Legends	No 114	5/18/2010	TX 6-780-738	9/8/2010

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Guitar One</b>				
Guitar One	Special 83	8/12/2008	TX 6-774-193	2/18/2009
Guitar One	Special 91	11/11/2008		
Guitar One	Special #92	3/31/2009	TX 6-687-397	4/16/2009
Guitar One	Special #93	7/21/2009	TX 6-703-709	11/2/2009
Guitar One	Special #94	9/8/2009	TX 6-703-709	11/2/2009
Guitar One	Special 02	9/28/2010		
Guitar One	Vol. 7, No. 2	12/30/2003	TX 5-942-072	2/9/2004
Guitar One	Vol. 7, No. 3	2/3/2004	TX 5-943-475	4/5/2004
Guitar One	Vol. 7, No. 4	3/2/2004	TX 5-943-792	4/5/2004
Guitar One	Vol. 7, No. 5	3/30/2004	TX 5-987-162	6/8/2004
Guitar One	Vol. 7, No. 6	4/27/2004	TX 6-014-933	6/8/2004
Guitar One	Vol. 7, No. 7	5/25/2004	TX 5-987-160	6/8/2004
Guitar One	Vol. 7, No. 8	6/29/2004	TX 6-012-953	8/4/2004
Guitar One	Vol. 7, No. 10	8/24/2004	TX 6-068-657	11/1/2004
Guitar One	Vol. 7, No. 11	9/21/2004	TX 6-068-687	11/1/2004
Guitar One	Vol. 7, No. 12	10/14/2004	TX 6-119-845	1/28/2005
Guitar One	Vol. 7, No. 13	11/16/2004	TX 6-119-844	1/28/2005
Guitar One	Vol. 8, No. 1	Jan. 2005	TX 6-143-140	1/25/2005
Guitar One	Vol. 8, No. 2	1/11/2005	TX 5-120-063	1/28/2005
Guitar One	Vol. 8, No. 3	2/8/2005	TX 6-149-373	3/25/2005
Guitar One	Vol. 8, No. 4	3/8/2005	TX 6-149-447	3/25/2005
Guitar One	Vol. 8, No. 5	4/5/2005	TX 6-167-047	6/3/2005
Guitar One	Vol. 8, No. 6	5/3/2005	TX 6-204-358	7/15/2005
Guitar One	Vol. 8, No. 7	5/31/2005	TX 6-204-359	7/15/2005
Guitar One	Vol. 8, No. 8	6/28/2005	TX 6-237-432	9/19/2005
Guitar One	Vol. 8, No. 9	7/26/2005	TX 6-241-910	9/20/2005
Guitar One	Vol. 8, No. 10	8/23/2005	TX 6-242-488	9/16/2005
Guitar One	Vol. 8, No. 11	9/20/2005	TX 6-260-389	11/8/2005
Guitar One	Vol. 8, No. 12	10/18/2005	TX 6-264-256	11/8/2005
Guitar One	Vol. 8, No. 13	11/15/2005	TX 6-312-559	12/12/2005
Guitar One	Vol. 9, No. 1	12/13/2005	TX 6-345-104	3/17/2006
Guitar One	Vol. 9, No. 2	1/10/2006	TX 6-341-823	3/17/2006
Guitar One	Vol. 9, No. 3	2/7/2006	TX 6-369-085	5/8/2006
Guitar One	Vol. 9, No. 4	3/7/2006	TX 6-369-072	5/8/2006
Guitar One	Vol. 9, No. 5	4/4/2006	TX 6-365-892	5/8/2006
Guitar One	Vol. 9, No. 6	5/2/2006	TX 6-421-746	7/18/2006
Guitar One	Vol. 9, No. 7	5/30/2006	TX 6-421-745	7/18/2006
Guitar One	Vol. 9, No. 8	6/27/2006	TX 6-433-827	9/11/2006
Guitar One	Vol. 9, No. 9	7/25/2006	TX 6-433-828	9/11/2006

Guitar One	Vol. 9, No. 10	8/22/2006	TX 6-433-826	9/11/2006
Guitar One	Vol. 9, No. 11	9/19/2006	TX 6-513-002	1/31/2007
Guitar One	Vol. 9, No. 12	10/17/2006	TX 6-513-001	1/31/2007
Guitar One	Vol. 9, No. 13	11/14/2006	TX 6-512-999	1/31/2007
Guitar One	Vol. 10, No. 1	12/12/2006	TX 6-513-000	1/31/2007

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Guitar World</b>				
Guitar World	Vol. 23, No. 12	Dec-03	TX 5-858-497	11/14/2003
Guitar World	Vol. 24, No. 1	Jan-04	TX 5-854-629	1/16/2004
Guitar World	Vol. 24, No. 2	Feb-04	TX 5-884-188	1/26/2004
Guitar World	Vol. 24, No. 3	Mar-04	TX 5-973-633	4/26/2004
Guitar World	Vol. 25, No. 4	Apr-04	TX 5-987-158	6/8/2004
Guitar World	Vol. 25, No. 5	May-04	TX 5-987-163	6/8/2004
Guitar World	Vol. 25, No. 6	Jun-04	TX 5-987-159	6/8/2004
Guitar World	Vol. 25, No. 8	Aug-04	TX 6-012-961	8/4/2004
Guitar World	Vol. 25, No. 9	Sep-04	TX 6-012-259	8/4/2004
Guitar World	Vol. 25, No. 10	Oct-04	TX 6-070-540	10/29/2004
Guitar World	Vol. 25, No. 11	Nov-04	TX 6-068-686	11/1/2004
Guitar World	Vol. 25, No. 12	4-Dec	TX 6-108-060	1/21/2005
Guitar World	Vol. 25, No. 13	Holiday 2004	TX 6-115-604	1/21/2005
Guitar World	Vol. 25, No. Jan. 05	1/11/2005	TX 6-114-574	1/25/2005
Guitar World			TX 6-112-485	1/25/2005
Guitar World	Vol. 26, No. 3	1/25/2005	TX 6-149-468	3/25/2005
Guitar World	Vol. 26, No. 3	2/22/2005	TX 6-149-466	3/25/2005
Guitar World	Vol. 26, No. 5	3/22/2005	TX 6-182-396	6/1/2005
Guitar World	Vol. 26, No. 6	4/19/2005	TX 6-201-381	6/6/2005
Guitar World	Vol. 26, No. 7	5/15/2005	TX 6-215-990	7/21/2005
Guitar World	Vol. 26, No. 8	6/14/2005	TX 6-215-988	8/22/2005
Guitar World	Vol. 26, No. 9	7/21/2005	TX 6-292-276	8/22/2005
Guitar World	Vol. 26, No. 10	8/9/2005	TX 6-292-275	8/22/2005
Guitar World	Vol. 26, No. 11	9/6/2005	TX 6-255-684	11/14/2005
Guitar World	Vol. 26, No. 12	10/4/2005	TX 6-262-860	11/14/2005
Guitar World	Vol. 26, No. 13	11/1/2005	TX 6-299-026	12/14/2005
Guitar World	Vol. 27, No. 1	11/29/2005	TX 6-312-829	1/23/2006
Guitar World	Vol. 27, No. 2	12/20/2005	TX 6-341-819	3/17/2006
Guitar World	Vol. 27, No. 3	1/17/2006	TX 6-341-433	3/22/2006
Guitar World	Vol. 27, No. 4	2/14/2006	TX 6-341-843	3/22/2006
Guitar World	Vol. 27, No. 5	3/14/2006	TX 6-369-124	5/9/2006
Guitar World	Vol. 27, No. 6	4/11/2006	TX 6-369-125	5/9/2006
Guitar World	Vol. 27, No. 7	5/30/2006	TX 6-398-724	7/18/2006
Guitar World	Vol. 27, No. 8	6/27/2006	TX 6-398-723	7/18/2006
Guitar World	Vol. 27, No. 9	7/4/2006	TX 6-442-438	9/18/2006
Guitar World	Vol. 27, No. 10	8/1/2006	TX 6-442-440	9/18/2006
Guitar World	Vol. 27, No. 11	8/29/2006	TX 6-442-439	9/18/2006
Guitar World	Vol. 27, No. 12	9/26/2006	TX 6-513-936	1/31/2007
Guitar World	Vol. 27, No. 13	10/24/2006	TX 6-516-093	1/31/2007
Guitar World	Vol. 28, No. 1	11/21/2006	TX 6-516-094	1/31/2007
Guitar World	Vol. 28, No. 2	12/19/2007	TX 6-516-095	1/31/2007
Guitar World	Vol. 28, No. 3	1/19/2007	TX 6-523-367	2/3/2007
Guitar World	Vol. 28, No. 4	2/13/2007	TX 6-595-530	7/2/2007

Guitar World	Vol. 28, No. 5	2/13/2007	TX 6-595-524	7/2/2007
Guitar World	Vol. 28, No. 6	4/10/2007	TX 6-545-479	6/18/2007
Guitar World	Vol. 28, No. 7	5/8/2007	TX 6-545-496	6/18/2007
Guitar World	Vol. 28, No. 8	6/5/2007	TX 6-842-414	9/17/2007
Guitar World	Vol. 28, No. 9	7/3/2007	TX 6-842-402	9/17/2007
Guitar World	Vol. 28, No. 10	7/31/2007	TX 6-857-553	9/21/2007
Guitar World	Vol. 28, No. 11	8/28/2007	TX 6-857-558	9/21/2007
Guitar World	Vol. 28, No. 12	9/25/2007	TX 6-930-289	11/27/2007
Guitar World	Vol. 28, No. 13	12/23/2007	TX 6-930-317	12/31/2007
Guitar World	Vol. 29, No. 1	1/1/2008		12/3/2007
Guitar World	Vol. 29, No. 2	1/3/2008	TX 6-681-348	7/1/2008
Guitar World	Vol. 29, No. 3	1/15/2008	TX 6-681-348	7/1/2008
Guitar World	Vol. 29, No. 4	2/12/2008	TX 6-678-047	6/1/2008
Guitar World	Vol. 29, No. 5	3/11/2008	TX 6-678-047	6/1/2008
Guitar World	Vol. 29, No. 6	4/8/2008	TX 6-678-047	6/1/2008
Guitar World	Vol. 29 No. 7	5/6/2008	TX 6-678-865	9/2/2008
Guitar World	Vol. 29 No. 8	6/3/2008	TX 6-678-865	9/2/2008
Guitar World	Vol. 29 No. 9	7/1/2008	TX 6-678-865	9/2/2008
Guitar World	Vol 29 No 10	7/29/2008	TX 6-688-215	1/15/2009
Guitar World	Vol 29 No. 11	8/26/2008	TX 6-688-215	1/15/2009
Guitar World	Vol 29 No. 12	9/23/2008	TX 6-688-215	1/15/2009
Guitar World	Vol 29 No. 13	10/21/2008	TX 6-688-215	1/15/2009
Guitar World	Vol 30 No 1	11/18/2008	TX 6-699-450	3/18/2009
Guitar World	Vol 30 No 2	12/16/2008	TX 6-699-450	3/18/2009
Guitar World	Vol 30 No. 3	1/13/2009	TX 6-689-085	4/16/2009
Guitar World	Vol 30 No. 4	2/10/2009	TX 6-689-085	4/16/2009
Guitar World	Vol 30 No. 5	3/10/2009	TX 6-689-085	4/16/2009
Guitar World	Vol. 30 No. 6	4/7/2009	TX 6-705-731	7/17/2009
Guitar World	Vol. 30 No. 7	5/5/2009	TX 6-705-731	7/17/2009
Guitar World	Vol. 30 No. 8	6/2/2009	TX 6-705-731	7/17/2009
Guitar World	Vol. 30 No. 9	6/30/2009	TX 6-705-731	7/17/2009
Guitar World	Special 94	4/28/2009	TX 6-705-731	7/17/2009
Guitar World	Vol. 30 No. 10	7/28/2009	TX 6-703-718	10/30/2009
Guitar World	Vol. 30 No. 11	8/25/2009	TX 6-703-718	10/30/2009
Guitar World	Vol. 30 No. 12	10/20/2009	TX 6-703-718	10/30/2009
Guitar World	Special 96	7/14/2009	TX 6-703-718	10/30/2009
Guitar World	Vol 30 No 13	10/20/2009	TX 6-774-493	1/20/2010
Guitar World	Vol 30 No 14	11/17/2009	TX 6-774-493	1/20/2010
Guitar World	Vol 31 No 1	12/15/2009	TX 6-774-493	1/20/2010
Guitar World	Special 98	11/3/2009	TX 6-774-493	1/20/2010
Guitar World	Vol 31 No 2	1/12/2009	TX 6-718-991	4/15/2010
Guitar World	Vol 31 No 3	2/9/2010	TX 6-718-991	4/15/2010
Guitar World	Vol 31 No 4	3/9/2010	TX 6-718-991	4/15/2010
Guitar World	Vol 31 No 5	4/6/2010	TX 6-780-365	9/8/2010
Guitar World	Vol 31 No 6	5/4/2010	TX 6-780-365	9/8/2010
Guitar World	Vol 31 No 7	6/1/2010	TX 6-780-365	9/8/2010
Guitar World	Vol 31 No 8	6/29/2010	TX 6-780-365	9/8/2010

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Guitar World Acoustic</b>				
Guitar World Acoustic	65	11/11/2003	TX 5-862-187	11/17/2003

Guitar World Acoustic	67	1/6/2004	TX 5-942-996	4/4/2004
Guitar World Acoustic	69	3/9/2004	TX 5-943-473	4/5/2004
Guitar World Acoustic	70	5/4/2004	TX 5-991-546	6/8/2004
Guitar World Acoustic		7/6/2004	TX 6-070-476	11/1/2004
Guitar World Acoustic	74	9/14/2004	TX 6-070-477	11/1/2004
Guitar World Acoustic		11/9/2004	TX 6-121-506	1/21/2005
Guitar World Acoustic	Feb/Mar 05	1/11/2005	TX 6-152-579	4/14/2005
Guitar World Acoustic	April/May 05	3/15/2005	TX 6-143-716	3/25/2005
Guitar World Acoustic	June/July 05	5/24/2005	TX 6-204-350	7/18/2005
Guitar World Acoustic	Aug/Sept 05	7/19/2005	TX 6-237-930	9/19/2005
Guitar World Acoustic	Oct/Nov 05	9/13/2005	TX 6-238-000	9/20/2005
Guitar World Acoustic	Dec. 2005	10/18/2005	TX 6-312-558	12/12/2005
Guitar World Acoustic	Feb. 2006	12/13/2005	TX 6-341-371	3/17/2006
Guitar World Acoustic	Mar. 2006	1/24/2006	TX 6-341-372	3/17/2006
Guitar World Acoustic	May-06	3/14/2006	TX 6-397-149	6/5/2006
Guitar World Acoustic	Jun. 2006	4/25/2006	TX 6-397-150	6/5/2006
Guitar World Acoustic	Aug. 2006	6/13/2006	TX 6-502-157	1/8/2007
Guitar World Acoustic	Sept. 2006	7/25/2006	TX 6-497-537	12/18/2006
Guitar World Acoustic	Oct. 2006	8/22/2006	TX 6-497-536	12/18/2006
Guitar World Acoustic	Nov. 2006	9/12/2006	TX 6-497-535	12/18/2006
Guitar World Acoustic	Dec. 2006	10/24/2006	TX 6-502-156	1/8/2007

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
----------------------	-------------------	---------------------	---------------------	----------------------

**Guitar World's Bass Guitar**

Guitar World's Bass Guitar	Vol. 11, No. 1	12/16/2003	TX 5-943-469	4/5/2004
Guitar World's Bass Guitar	Vol. 11, No. 2	2/17/2004	TX 5-943-474	4/5/2004
Guitar World's Bass Guitar		04/13/2004	TX 5-991-547	6/8/2004
Guitar World's Bass Guitar		6/22/2004	TX 6-070-480	10/29/2004
Guitar World's Bass Guitar		10/12/2004	TX 6-070-481	10/29/2004
Guitar World's Bass Guitar		8/17/2004	TX 6-070-482	10/29/2004
Guitar World's Bass Guitar	Mar/Apr. 205	2/15/2005	TX 6-143-715	3/25/2005
Guitar World's Bass Guitar		12/21/2004	TX 6-149-467	3/25/2005
Guitar World's Bass Guitar	May /June 2005	4/12/2005	TX 6-215-989	7/20/2005
Guitar World's Bass Guitar	Sept/Oct. 2005	8/16/2005	TX 6-237-635	9/21/2005
Guitar World's Bass Guitar	July/Aug 2005	6/7/2005	TX 6-230-233	7/18/2005
Guitar World's Bass Guitar	Nov/Dec 2005	10/11/2005	TX 6-299-025	12/14/2005
Guitar World's Bass Guitar	Jan. 2006	12/6/2005	TX 6-368-562	1/24/2006
Guitar World's Bass Guitar	Mar. 2006	1/17/2006	TX 6-369-868	5/9/2006
Guitar World's Bass Guitar	Apr. 2006	2/28/2006	TX 6-369-070	5/9/2006
Guitar World's Bass Guitar	Jun. 2006	4/11/2006	TX 6-419-678	7/19/2006
Guitar World's Bass Guitar	Jul. 2006	5/23/2006	TX 6-419-679	7/19/2006
Guitar World's Bass Guitar	Sept. 206	7/4/2006	TX 6-442-304	9/18/2006
Guitar World's Bass Guitar	Oct.2006	8/22/2006	TX 6-442-303	9/18/2006
Guitar World's Bass Guitar	Nov. 2006	9/19/2006	TX 6-520-836	2/2/2007
Guitar World's Bass Guitar	Dec. 2006	10/17/2006	TX 6-520-835	2/2/2007

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
----------------------	-------------------	---------------------	---------------------	----------------------

**Revolver**

Revolver	No. 46	5/2/2006	TX 6-442-557	9/19/2006
Revolver	No. 47	6/6/2006	TX 6-442-556	9/19/2006
Revolver	No. 48	7/18/2006	TX 6-442-444	9/18/2006
Revolver	No. 49	8/22/2006	TX 6-442-445	9/18/2006

Revolver	No. 50	9/26/2006	TX 6-501-730	12/18/2006
Revolver	No. 51	10/31/2006	TX 6-501-728	12/18/2006
Revolver	No. 52	12/5/2006	TX 6-501-729	12/18/2006
Revolver	No. 53	12/26/2006	TX 6-559-387	4/2/2006
Revolver	No. 54	1/23/2007	TX 6-559-402	4/12/2007
Revolver	No. 55	2/27/2007	TX 6-559-401	4/12/2007
Revolver	No. 56	3/27/2007	TX 6-559-400	4/12/2007
Revolver	No. 57	4/24/2007	TX 6-824-748	9/24/2007
Revolver	No. 58	5/22/2007	TX 6-824-755	9/24/2007
Revolver	No. 59	8/1/2007		
Revolver	No. 60	7/24/2007	TX 6-840-159	9/17/2007
Revolver	No. 61	8/21/2007	TX 6-968-186	12/20/2007
Revolver	No. 62	9/25/2007	TX 6-968-175	12/20/2007
Revolver	No. 63	12/23/2007	TX 6-949-963	12/20/2007
Revolver	No. 64	11/27/2007	TX-6-968-185	12/20/2007
Revolver	No. 67	2/26/2008	TX 6-681-369	7/1/2008
Revolver	No. 68	3/25/2008	TX 6-681-369	7/1/2008
Revolver	No. 69	4/22/2008	TX 6-681-369	7/1/2008
Revolver	Spring 2008 Special No. 1	5/6/2008	TX 6-681-369	7/1/2008
Revolver	No 70	5/20/2008	TX 6-684-594	10/2/2008
Revolver	No 71	6/17/2008	TX 6-684-594	10/2/2008
Revolver	No 72	7/22/2008	TX 6-684-594	10/2/2008
Revolver	No 73	8/19/2008	TX 6-683-762	3/2/2009
Revolver	No 74	9/23/2008	TX 6-683-762	3/2/2009
Revolver	No 75	10/21/2008	TX 6-683-762	3/2/2009
Revolver	Special No 83	9/9/2008	TX 6-683-762	3/2/2009
Revolver	No 76	11/25/2008	TX 6-700-547	3/18/2009
Revolver	No 77	12/23/2008	TX 6-700-547	3/18/2009
Revolver	Special No 91	12/9/2008	TX 6-700-547	3/18/2009
Revolver	No 78	1/20/2009	TX 6-687-398	4/15/2009
Revolver	No 79	2/24/2009	TX 6-687-398	4/15/2009
Revolver	No 80	3/24/2009	TX 6-687-398	4/15/2009
Revolver	No 81	4/21/2009	TX 6-717-227	7/17/2009
Revolver	No 82	5/19/2009	TX 6-717-227	7/17/2009
Revolver	No 83	6/16/2009	TX 6-717-227	7/17/2009
Revolver	No 87	10/22/2009	TX 6-774-285	1/25/2010
Revolver	No 88	12/22/2009	TX 6-774-285	1/25/2010
Revolver	No 90	5/11/2010	TX 6-780-371	9/10/2010
Revolver	No 91	6/22/2010	TX 6-780-371	9/10/2010
Revolver	Special No 02	7/27/2010	TX 6-780-371	9/10/2010

Title of Publication	Volume and Number	Date of Publication	Registration Number	Date of Registration
<b>Revolution</b>				
Revolution	Premiere Issue	7/4/2000	TX 5-156-982	8/23/2000
Revolution	Vol. 1.2	8/8/2000	TX 5-156-981	8/23/2000

## Pending Copyright Applications

Title of Publication	Volume and Number	Date of Publication
<b>Guitar Aficionado</b>		
Guitar Aficionado	Vol. 3 No 1	11/30/2010
Guitar Aficionado	Vol. 3 No 2	2/22/2011
Guitar Aficionado	Vol. 3 No 3	4/19/2011
<b>Guitar Legends</b>		
Guitar Legends	No 71	Summer 2004
Guitar Legends	No 106	9/9/2008
Guitar Legends	No 108	12/2/2008
Guitar Legends	No 115	9/28/2010
Guitar Legends	No 116	12/28/2010
<b>Revolver</b>		
Revolver	No 65	2/1/2008
Revolver	No 66	3/1/2009
Revolver	No 84	8/18/2009
Revolver	No 85	9/15/2009
Revolver	No 86	9/29/2009
Revolver	Special No 92	8/4/2009
Revolver	Special No 93	9/29/2009
Revolver	No 89	3/2/2010
Revolver	No 92	8/17/2010
Revolver	No 93	10/19/2010
Revolver	No 95	3/8/2011
Revolver	No 96	5/24/2011
Revolver	Special No 1	4/5/2011
<b>Guitar World</b>		
Guitar World	Vol 31 No 9	7/27/2010
Guitar World	Vol 31 No 10	8/24/2010
Guitar World	Vol 31 No 11	9/21/2010
Guitar World	Vol 31 No 12	10/19/2010
<b>Guitar One</b>		
Guitar One	Special 01	4/20/2010



SUPPLEMENT TO SCHEDULE 4.7(H)  
TO PLEDGE AND SECURITY AGREEMENT

INTELLECTUAL PROPERTY – EXCEPTIONS

In connection with the Future Acquisition, Grantor received an assignment of various copyright registrations from Future. Given the age of these registrations, and the fact that certain of such registrations relate to issues of publications that are now defunct, Grantor has elected not to record the assignment of its interest in any of such registrations that relate to titles that were originally published more than two years prior to the closing of the Future Acquisition. In addition, as of the closing of the Future Acquisition, certain of the copyright registrations assigned by Future to Grantor were not reflected on the United States Copyright Office website and were not disclosed as part of an independent third party search commissioned by Grantor prior to such closing. However, Future separately provided Grantor with registration certificates purportedly issued by the United States Copyright Office and relating to such copyrights. As a result, as of the closing of the Future Acquisition, Grantor was still in the process of verifying the existence of such copyright registrations with the United States Copyright Office. Grantor intends to record the assignment of its interest in such registrations and other recent registrations after it has resolved this apparent discrepancy with the United States Copyright Office.