

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Source Media Venture, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? Yes No**3. Nature of conveyance / Execution Date(s) :**Execution Date(s) 02/29/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes
 NoName: Wells Fargo Capital Finance, LLC as Collateral Agent

Internal

Address: 1100 Abernathy Road, Suite 1600Street Address: 1100 Abernathy Road, Suite 1600City: AtlantaState: GACountry: USA Zip: 30328

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 See Schedule I attached

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Susan O'BrienInternal Address: 187 Wolf Rd, Suite 101Albany, New York 12205Street Address: 187 Wolf Rd, Suite 101City: AlbanyState: NY Zip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cjs-udsalbany@wolterskluwer.com**6. Total number of applications and registrations involved:**

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 1640
 Expiration Date 10/13

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Signature

March 9, 2012

Date

Susan O'Brien

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1

Trademark	Country	Registration No.	Registration Date
PMY	United States	4057360	November 15, 2011
PMY	United States	4057359	November 15, 2011
PMY POWER & MOTORYACHT	United States	4071514	December 13, 2011
PMY POWER & MOTORYACHT	United States	4071513	December 13, 2011
POWER & MOTORYACHT	United States	1650102	July 9, 1991
POWER & MOTORYACHT (stylized)	United States	2133647	February 3, 1998
SAIL	United States	0934484	May 23, 1972
SAIL (stylized)	United States	0920246	May 23, 1972

2071546.2

[Execution]

REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT

THIS REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement"), dated as of February 29, 2012, by SOURCE MEDIA VENTURES, LLC ("Grantor"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity as collateral agent, the "Collateral Agent").

Witnesseth:

WHEREAS, pursuant to that certain Revolving Credit Agreement, dated as of June 19, 2009 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, certain Subsidiaries of the Borrower, as Guarantors, the lenders party thereto from time to time (the "Lenders"), Wells Fargo Capital Finance, LLC, formerly know as Wells Fargo Foothill, LLC, as Collateral Agent and as administrative agent, and certain other parties thereto, the Lenders have agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Revolving Credit Facility Pledge and Security Agreement, dated as of June 19, 2009 (as supplemented by the Counterpart Agreement, dated as of the date hereof, by Grantor in favor of Collateral Agent and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among the Borrower, Grantor and certain other Subsidiaries of the Borrower as grantors thereunder, and the Collateral Agent, Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Grantors or other grantors party to the Pledge and Security Agreement may enter into one or more Related Obligation Documents with one or more Approved Counterparties; and

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, Grantor has agreed to secure its obligations under the Credit Documents and the Related Obligation Documents as set forth in the Pledge and Security Agreement and this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein and in the Pledge and Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

2071546.2

TRADEMARK
REEL: 004735 FRAME: 0701

1. Pledge and Security Agreement Definitions.

Unless otherwise defined herein, capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

2. Grant of Security in Trademarks.

Grantor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of Grantor's right, title and interest in, to and under all of the following personal property of Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, and other source or business identifiers, and, in each case, all goodwill associated therewith, (ii) all registrations, applications for registration, renewals, and recordings thereof and the right to obtain the same, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including each application and registration referred to in Schedule 1 attached hereto, and (iii) all common-law rights related thereto; and

(b) all rights to sue at law or in equity for any infringement, misappropriation, or other violation or impairment thereof and the right to receive all Proceeds (including, licenses, royalties, income, payments, claims, damage awards and proceeds of suit) therefrom.

3. Pledge and Security Agreement.

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

4. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document.

Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission, electronic mail or by posting on the Platform shall be effective as delivery of a manually executed counterpart hereof.

5. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

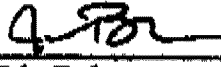
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

SOURCE MEDIA VENTURES,
LLC, as Grantor

By: SOURCE INTERLINK
MEDIA, LLC, its sole Member

By: SOURCE INTERLINK
COMPANIES, INC., its sole
Member

By: 
Name: John Bode
Title: Assistant Secretary and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO CAPITAL FINANCE, LLC
as Collateral Agent

By: _____
Name: Dennis J. Rehrman
Title: Vice President

Trademark Security Agreement - Revolving Credit
Facility

TRADEMARK
REEL: 004735 FRAME: 0704

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

SOURCE MEDIA VENTURES,
LLC, as Grantor


By: SOURCE INTERLINK
MEDIA, LLC, its sole Member

By: SOURCE INTERLINK
COMPANIES, INC., its sole
Member

By: _____
Name: John Bode
Title: Assistant Secretary and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO CAPITAL FINANCE, LLC
as Collateral Agent

By: 
Name: Dennis J. Rebusan
Title: Vice President

Trademark Security Agreement - Revolving Credit
Facility