

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
PUBLISHING GROUP OF AMERICA, INC.		04/03/2012	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Administrative Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85339136	PUBLISHING GROUP OF AMERICA
Registration Number:	3231175	RELISH
Registration Number:	3028089	AMERICAN PROFILE HOMETOWN RECIPES
Registration Number:	3628084	WE MAKE REAL PEOPLE FAMOUS AND FAMOUS PEOPLE REAL
Registration Number:	3490054	AMERICAN PROFILE PRESENTS
Registration Number:	3680366	SPRY
Registration Number:	3678234	RELISH
Registration Number:	2903801	AMERICAN PROFILE
Registration Number:	2795834	HOMETOWN CONTENT
Registration Number:	2571429	AMERICAN PROFILE
Registration Number:	2480433	AMERICAN PROFILE
Registration Number:	2470169	PUBLISHING GROUP OF AMERICA

OP \$340.00 85339136

Registration Number:

2697716

AMERICAN PROFILE HOMETOWN CONTENT

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.188

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

04/04/2012

Total Attachments: 5

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FIRST AMENDMENT TO TRADEMARK COLLATERAL AGREEMENT

This FIRST AMENDMENT TO TRADEMARK COLLATERAL AGREEMENT is made this 3rd day of April, 2012, by PUBLISHING GROUP OF AMERICA, INC., a Tennessee corporation ("Borrower"), and accepted and acknowledged by WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of April 3, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, PGAI Holdings, Inc., a Delaware corporation ("Parent"), the lenders from time to time party thereto (the "Lenders") and Administrative Agent, the Lenders are willing to extend credit to Borrower pursuant to the terms and conditions thereof;

WHEREAS, Borrower and Parent executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Security Agreement dated as of May 23, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, as an agreement supplemental to the Security Agreement, Borrower executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Trademark Collateral Agreement dated as of May 23, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Collateral Agreement"); and

WHEREAS, Borrower and Administrative Agent have agreed to amend the Trademark Collateral Agreement in the manner specifically set forth herein;

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 hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Collateral Agreement, the Security Agreement or the Credit Agreement, as applicable.
2. AMENDMENT. Schedule A to the Trademark Collateral Agreement is hereby amended by supplementing Schedule A to the Trademark Collateral Agreement to include the information set forth on Schedule A attached hereto.
3. COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

4. CONTROLLING LAW. This Amendment is to be governed and construed in accordance with the law of the State of New York, without regard to its conflict of law provisions.

[signature page follows]

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

PUBLISHING GROUP OF AMERICA, INC.

By: [Signature]
Name: CECILE BROLOMB
Title: COO, CFO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, as
Administrative Agent

By: _____
Name: _____
Title: _____

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

PUBLISHING GROUP OF AMERICA, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, as
Administrative Agent

By:  _____
Name: Ryan W. Haight
Title: Vice President

SCHEDULE A
to
TRADEMARK COLLATERAL AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	FIRST USE DATE
Publishing Group of America	85-339136	Pending – Application filed 06/06/11	NA	NA	10/01/99
Relish	78-639081	Registered	3231175	04/17/07	07/05
American Profile Hometown Recipes	78-494609	Registered	3028089	12/13/05	05/04
We make real people famous and famous people real	77-383941	Registered	3628084	05/26/09	10/19/08
American Profile Presents	77-316704	Registered	3490054	08/19/08	04/30/07
Spry	77-217981	Registered	3680366	09/08/09	09/01/07
Relish	77-184558	Registered	3678234	09/08/09	07/05
American Profile	76-976986	Registered	2903801	11/16/04	03/07/04
Hometown Content	76-415717	Registered	2795834	12/16/03	06/01/01
American Profile	76-313673	Registered	2571429	05/21/02	10/13/99
American Profile	75-616424	Registered	2480433	08/21/01	10/13/99
Publishing Group of America	75-605315	Registered	2470169	07/17/01	12/24/00
American Profile Hometown Content	76-413391	Cancelled as of 10/24/09	2697716	03/18/03	09/05/01