

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
Publications International, Ltd.		06/28/2012	CORPORATION: ILLINOIS
SD-X Interactive, Inc.		06/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as Administrative Agent
Street Address:	120 South LaSalle Street, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4063266	GLAM TO GO
Serial Number:	85309790	BRAIN GAMES
Serial Number:	85609808	VERITE LA MUSE
Serial Number:	85309765	BRAIN GAMES K B 5U91Y239NS5X6OUS4
Registration Number:	3453817	CONSUMER GUIDE
Registration Number:	3200280	STORY READER
Serial Number:	77909287	RECORD A STORY
Serial Number:	77909275	RECORD A STORY
Registration Number:	3648441	POINGO
Registration Number:	3648440	POINGO
Registration Number:	3161409	ACTIVE POINT
Registration Number:	3182319	FIRST LOOK AND FIND
Registration Number:	3185254	PLAY A SOUND

OP \$765.00 4063266

Registration Number:	3064909	PAPER BOUTIQUE
Registration Number:	3137655	SUNNY DAY STUDIOS
Registration Number:	3164426	PLAY A SONG
Registration Number:	3178881	LOW-CARB LIFESTYLE
Registration Number:	2951099	NEW SEASONS
Registration Number:	2959159	PI KIDS
Registration Number:	2902053	ACTIVE PAD
Registration Number:	2977102	ACTIVE MINDS
Registration Number:	2771397	ACTIVE MINDS
Registration Number:	2130693	SAY-A-PRAYER
Registration Number:	2388976	CONSUMER GUIDE
Registration Number:	2169446	COLLECTIBLE AUTOMOBILE
Registration Number:	2219395	PLAY A SOUND PRESS THE PAGE
Registration Number:	2217657	PLAY-A-SOUND PRESS THE PAGE
Registration Number:	1837852	LOOK & FIND BOOKS
Registration Number:	3624360	SD-X INTERACTIVE
Registration Number:	3628424	SD-X INTERACTIVE

CORRESPONDENCE DATA

Fax Number: 3128637865
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6613.023
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	06/29/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 28th day of June, 2012 by and between Publications International, Ltd. ("**PIL**"), SD-X Interactive, Inc. ("**SD-X**", and together with PIL, "**Grantors**") and THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent under the Loan Agreement described below ("**Agent**").

WITNESSETH

WHEREAS, Grantors, JRS Distribution Co, an Illinois corporation (together with PIL, "**Borrowers**"), certain Subsidiaries and Affilites of the Borrowers party thereto, Agent, and the financial institutions party thereto as lenders ("**Lenders**", and together with Agent and any Affiliates of the foregoing to whom any Obligations are owed, the "**Secured Parties**"), are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Agent, for the benefit of the Secured Parties, of a security interest in certain of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in such Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect

to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Grantor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Grantor warrants and represents to each Secured Party that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of such Grantor, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by such Grantor not to sue third persons;

(iii) Such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark that could reasonably be expected to have a Material Adverse Effect; and

(iv) Such Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein or in the Loan Agreement, each Grantor agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, such Grantor shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark outside of the ordinary course of business or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Each Grantor represents and warrants that, based on a diligent investigation by such Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Grantor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, such Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Grantor shall give to Agent

prompt written notice thereof. Each Grantor hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to any Grantor.

7. Product Quality. Each Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Each Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Obligations as provided in the Loan Agreement.

10. Duties of Grantors. Each Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable in the exercise of its business judgment and consistent with historical practice and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable in the exercise of its business judgment and consistent with historical practice. Any expenses incurred in connection with such Grantor's obligations under this Section 10 shall be borne by Grantors.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all

proper documents required by Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable and documented costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantors and any Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof other than such actions that constitute gross negligence or willful misconduct of such attorney-in-fact. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Each Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements until the termination hereof.

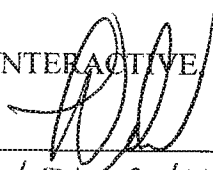
[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

PUBLICATIONS INTERNATIONAL, LTD.

By 
Name Louis Weber
Title President and CEO

SD-X INTERACTIVE, INC.

By 
Name Louis Weber
Title President

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

PUBLICATIONS INTERNATIONAL, LTD.

By _____
Name _____
Title _____

SD-X INTERACTIVE, INC.

By _____
Name _____
Title _____

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By Michael B. Rosky
Name M. Rosky
Title Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	DATE	OWNER
Glam to Go	85306413	4063266	11/29/11	Publications International, Ltd.
Brain Games	85309790		5/2/11	Publications International, Ltd.
Brain Games	85309808		5/2/11	Publications International, Ltd.
Brain Games K B 5U91Y239NS5X6 OUS4	85309765		5/2/11	Publications International, Ltd.
Consumer Guide	78912489	3453817	6/24/08	Publications International, Ltd.
Story Reader	78115314	3200280	1/23/07	Publications International, Ltd.
Record A Story	77909287		1/11/10	Publications International, Ltd.
Record A Story	77909275		1/11/10	Publications International, Ltd.
Poingo	77424045	3648441	6/30/09	Publications International, Ltd.
Poingo	77424039	3648440	6/30/09	Publications International, Ltd.
Active Point	76640276	3161409	10/24/06	Publications International, Ltd.
First Look and Find	76643079	3182319	12/12/06	Publications International, Ltd.
Play a Sound	76635199	3185254	12/19/06	Publications International, Ltd.
Paper Boutique	76627662	3064909	3/7/06	Publications International, Ltd.
Sunny Day Studios	76637257	3137655	9/5/06	Publications International, Ltd.
Play A Song	76635198	3164426	10/31/06	Publications International, Ltd.
Low-Carb Lifestyle	76576078	3178881	12/5/06	Publications International, Ltd.
New Seasons	76568922	2951099	5/17/05	Publications International, Ltd.
PI Kids	76568900	2959159	6/7/05	Publications International, Ltd.
Active PAD	76479780	2902053	11/9/04	Publications International, Ltd.
Active Minds	76468304	2977102	7/26/05	Publications International, Ltd.
Active Minds	76468300	2771397	10/7/03	Publications International, Ltd.
Say-A-Prayer	75260274	2130693	1/20/98	Publications International, Ltd.

MARK	SERIAL NUMBER	REGISTRATION NUMBER	DATE	OWNER
Consumer Guide	75292786	2388976	9/26/00	Publications International, Ltd.
Collectible Automobile	75292573	2169446	6/30/98	Publications International, Ltd.
Play A Sound Press The Page	75174429	2219395	1/19/99	Publications International, Ltd.
Play-A-Sound Press The Page	75174428	2217657	1/12/99	Publications International, Ltd.
Look & Find Books	74316210	1837852	5/31/94	Publications International, Ltd.
SD-X Interactive	77453694	3624360	5/19/2009	SD-X Interactive, Inc.
SD-X Interactive	77453700	3628424	5/26/2009	SD-X Interactive, Inc.