TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		10/24/2012	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Interweave Press LLC
Street Address:	201 East 4th Street
City:	Loveland
State/Country:	COLORADO
Postal Code:	80537
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	0855124	AMERICAN ARTIST
Registration Number:	3949537	ARTIST DAILY
Registration Number:	3812338	BEADING DAILY
Registration Number:	3223980	BEADWORK
Registration Number:	3167774	BEADWORK CREATES
Registration Number:	2979924	CLOTH PAPER SCISSORS
Registration Number:	2305443	COLORED STONE
Serial Number:	85565486	COLORWAYS
Registration Number:	3932803	CREATE WITH CLOTH PAPER SCISSORS
Registration Number:	3913611	DOODLEBEADS
Serial Number:	85565497	ENTREKNITS
Registration Number:	3219456	FIBERARTS
Registration Number:	4140224	FLOCKSHOP
Registration Number:	3221449	HANDWOVEN

OP $1065.00 0855124

Registration Number:	2502940	INTERWEAVE
Registration Number:	4004775	INTERWEAVE BEAD FEST
Registration Number:	3196783	INTERWEAVE CROCHET
Registration Number:	3132581	INTERWEAVE PRESS KNITSCENE
Registration Number:	3191438	
Registration Number:	3167717	INTERWEAVE KNITS
Registration Number:	3949538	JEWELRY MAKING DAILY
Serial Number:	85657828	JEWELRY STRINGING
Registration Number:	3812337	KNITTING DAILY
Registration Number:	4072138	KNIT.WEAR
Registration Number:	2279016	LAPIDARY JOURNAL
Serial Number:	85565509	LIVEWIRE
Serial Number:	85658054	METALSMITH ESSENTIALS
Registration Number:	1814924	PIECEWORK
Registration Number:	4065905	PLEIN AIR PAINTING
Registration Number:	4089276	PLEIN AIR PAINTING
Registration Number:	2675735	QUILTING ARTS MAGAZINE
Registration Number:	4008325	QUILTING ARTS
Registration Number:	3893999	QUILT SCENE
Registration Number:	4008324	QUILTING ARTS IN STITCHES
Registration Number:	4027780	QUILTING ARTS MAGAZINE STITCH
Registration Number:	4144405	QUILTING DAILY
Serial Number:	85657820	SOCKUPIED
Registration Number:	3949286	SPINKNIT
Registration Number:	3090053	SPIN-OFF
Registration Number:	3005111	STRINGING
Registration Number:	2328212	TUCSON SHOW GUIDE
Registration Number:	3893785	WEEKEND WITH THE MASTERS

CORRESPONDENCE DATA

Fax Number: 5132416234

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

Phone: 513-241-2324

Email: lkrafte@whe-law.com

Correspondent Name: Lori Krafte

Address Line 1: 441 Vine Street

Address Line 2:	2700 Carew Tower
Address Line 4:	Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Lori Krafte
Signature:	/Lori Krafte/
Date:	12/03/2012

Total Attachments: 6
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GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of _____, 2012 is made by INTERWEAVE PRESS, LLC, a Delaware limited liability company (the "Additional Grantor"), in favor of THE BANK OF NEW YORK MELLON, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Purchasers"), parties to the Note Purchase Agreement referred to below.

WITNESSETH:

WHEREAS, New Publishing Holdings, Inc. ("Holdings"), F+W Media, Inc. (the "Issuer"), the Purchasers, and the Agent have entered into a Note Purchase Agreement, dated as of June 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, in connection with the Note Purchase Agreement, Holdings, the Issuer and certain of its Affiliates (other than the Additional Grantor) have entered into the Second Lien Guarantee and Collateral Agreement, dated as of June 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Purchasers;

WHEREAS, Section 4.10(c) of the Note Purchase Agreement requires the Additional Grantor to become a party to the Second Lien Guarantee and Collateral Agreement and, accordingly, the Additional Grantor has become a party to the Second Lien Guarantee and Collateral Agreement by executing and delivering an Assumption Agreement dated as of _____, 2012 (the "Assumption Agreement");

WHEREAS, pursuant to the Assumption Agreement, the Additional Grantor pledged and granted to the Agent for the benefit of the Agent and the Purchasers a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to make Loans and other financial accommodations to the Issuer pursuant to the Note Purchase Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Purchasers, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note Purchase Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby grants a continuing security interest in all of the Additional Grantor's right, title and interest in, to and

under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Purchasers to secure the prompt and complete payment and performance when due of the Obligations. Notwithstanding the foregoing, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Trademark Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Purchasers in connection with the Assumption Agreement and the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Assumption Agreement and the Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Purchasers thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Second Lien Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERWEAVE PRESS, LLC

By: _____
Name: James Ogle
Title: CFO
Date:

THE BANK OF NEW YORK MELLON,
as Administrative Agent for the Purchasers

By: _____
Name: MELINDA VALENTINE
Title: VICE PRESIDENT
Date: November 14, 2012

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

ACKNOWLEDGEMENT OF ADDITIONAL GRANTOR

STATE OF Ohio)
) ss
COUNTY OF Hamilton)

On the 26th day of October, 2012, before me personally came James Ogle, who is personally known to me to be the CFO of INTERWEAVE PRESS, LLC, a Delaware limited liability company, who, being duly sworn, did depose and say that she/he is the CFO in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Members of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Julie A. Wallace
Notary Public

(PLACE STAMP AND SEAL ABOVE)

NOTARIAL SEAL STATE OF OHIO

Julie A. Wallace
Notary Public, State of Ohio
My Commission Expires 09-13-2017

[Acknowledgment to Grant of Second Lien Security Interest in Trademark Rights]

ACKNOWLEDGEMENT OF ADMINISTRATIVE AGENT

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 14th day of November, 2012, before me personally came Melinda Valentine, who is personally known to me to be the Vice President of THE BANK OF NEW YORK MELLON, a New York banking corporation, who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MELISSA K. FLETCHER
Notary Public, State of Texas
My Commission Expires
October 10, 2013

Melissa K. Fletcher
Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Acknowledgment to Grant of Second Lien Security Interest in Trademark Rights]

SCHEDULE A (Interweave Press)

U.S. Trademark Registrations and Applications

COUNTRY	TRADEMARK	Serial No.	Reg. No.	STATUS
U.S.A.	AMERICAN ARTIST	72/263,738	855,124	Registered
U.S.A.	ARTIST DAILY	85/057,521	3,949,537	Registered
U.S.A.	BEADING DAILY	77/866,383	3,812,338	Registered
U.S.A.	BEADWORK	78/630,553	3,223,980	Registered
U.S.A.	BEADWORK CREATES	78/641,982	3,167,774	Registered
U.S.A.	CLOTH PAPER SCISSORS	78/384,633	2,979,924	Registered
U.S.A.	COLORED STONE	75/459,393	2,305,443	Registered
U.S.A.	COLORWAYS	85/565,486		Pending
U.S.A.	CRAFT TREE	85/658,703		Pending
U.S.A.	CREATE WITH CLOTH PAPER SCISSORS	85/032,632	3,932,803	Registered
U.S.A.	DOODLEBEADS	85/058,838	3,913,611	Registered
U.S.A.	ENTREKNITS	85/565,497		Pending
U.S.A.	FIBERARTS	78/630,525	3,219,456	Registered
U.S.A.	FLOCKSHOP	85/296,844	4,140,224	Registered
U.S.A.	HANDWOVEN	78/630,498	3,221,449	Registered
U.S.A.	INTERWEAVE	75/862,961	2,502,940	Registered
U.S.A.	INTERWEAVE BEAD FEST	85/043,419	4,004,775	Registered
U.S.A.	INTERWEAVE CROCHET	78/841,734	3,196,783	Registered
U.S.A.	INTERWEAVE PRESS KNITSCENE	78/696,814	3,132,581	Registered
U.S.A.	Design	78/642,708	3,191,438	Registered
U.S.A.	INTERWEAVE KNITS	78/630,575	3,167,717	Registered
U.S.A.	JEWELRY MAKING DAILY	85/057,530	3,949,538	Registered
U.S.A.	JEWELRY STRINGING	85/657,828		Pending
U.S.A.	KNITTING DAILY	77/866,375	3,812,337	Registered
U.S.A.	KNIT.WEAR	85/178,822	4,072,138	Registered
U.S.A.	LAPIDARY JOURNAL	75/459,047	2,279,016	Registered
U.S.A.	LIVEWIRE	85/565,509		Pending
U.S.A.	METALSMITH ESSENTIALS	85/658,054		Pending
U.S.A.	MODERN PATCHWORK	85/457,781		Pending
U.S.A.	PIECEWORK	74/385,934	1,814,924	Registered
U.S.A.	PLEIN AIR PAINTING	85/172,228	4,065,905	Registered
U.S.A.	PLEIN AIR PAINTING	85/372,232	4,089,276	Registered
U.S.A.	QUILTING ARTS MAGAZINE	76/369,448	2,675,735	Registered
U.S.A.	QUILTING ARTS	85/051,569	4,008,325	Registered
U.S.A.	QUILT SCENE	85/051,550	3,893,999	Registered
U.S.A.	QUILTING ARTS IN STITCHES	85/051,475	4,008,324	Registered
U.S.A.	QUILTING ARTS MAGAZINE STITCH	85/069,402	4,027,780	Registered
U.S.A.	QUILTING DAILY	85/302,209	4,144,405	Registered
U.S.A.	SOCKUPIED	85/657,820		Pending
U.S.A.	SPINKNIT	85/051,452	3,949,286	Registered
U.S.A.	SPIN-OFF	78/630,600	3,090,053	Registered
U.S.A.	STRINGING	78/401,345	3,005,111	Registered
U.S.A.	TUCSON SHOW GUIDE	75/528,627	2,328,212	Registered
U.S.A.	WEEKEND WITH THE MASTERS	85/032,598	3,893,785	Registered

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