

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
Bookspan		12/03/2012	General Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Innovative Brands, LLC		
Street Address:	2525 E. Camelback Road		
Internal Address:	Suite 850		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2256398	BOOK-OF-THE-MONTH CLUB	
Registration Number:	1029328	BOOK-OF-THE-MONTH CLUB NEWS	
Registration Number:	0968359	BOOK-OF-THE-MONTH CLUB	
Registration Number:	2158615	CHILDREN'S BOOK-OF-THE-MONTH CLUB	
Registration Number:	2158616	CHILDREN'S BOOK-OF-THE-MONTH CLUB	
Registration Number:	1823444	CRAFTER'S CHOICE	
Registration Number:	3305635	FANTASTIC FINDS	
Registration Number:	3080811	HEAVEN SENT	
Registration Number:	3314326	HEAVEN SENT HEARTBEAT	
Registration Number:	1493727	HOMESTYLE BOOKS	
Registration Number:	2533065	INSIGHTOUT	
Registration Number:	2757456	MOSAICO	
Registration Number:	2074321	ONE SPIRIT	

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Registration Number:	2080004	ONE SPIRIT
Registration Number:	1100947	QUALITY PAPERBACK BOOK CLUB
Registration Number:	3177107	SERVICES THAT WORK TOGETHER FOR YOU
Registration Number:	2079919	THE GOOD COOK
Registration Number:	1392691	THE HISTORY BOOK CLUB
Registration Number:	1804463	TRIANGLE CLASSICS
Registration Number:	3137231	YES SOLUTIONS
Registration Number:	3132300	ZOOPA

CORRESPONDENCE DATA

Fax Number: 6027985595
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (602) 798-5517
Email: colej@ballardspahr.com
Correspondent Name: Jamie D. Cole
Address Line 1: 1 East Washington Street
Address Line 2: Suite 2300
Address Line 4: Phoenix, ARIZONA 85004-2555

ATTORNEY DOCKET NUMBER:	00143334
NAME OF SUBMITTER:	Jamie D. Cole
Signature:	/Jamie D. Cole/
Date:	12/05/2012

Total Attachments: 6
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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT is executed this 3rd day of December, 2012, by and between Bookspan, a Delaware general partnership (“Debtor”), with its principal place of business and mailing address at 501 Franklin Avenue, Garden City, NY 11530, and Innovative Brands, LLC, a Delaware limited liability company (“Assignee”), with its mailing address of 2525 E. Camelback Road, Suite 850, Phoenix, Arizona 85016, as successor to Bank of Montreal (“BMO”), in its capacity as the administrative agent and sole Secured Creditor as defined in that certain Security Agreement hereinafter defined.

BACKGROUND

A. Debtor and BMO executed the Trademark Security Agreement dated as of April 4, 2012 (the “Trademark Security Agreement”) in connection with the Security Agreement dated as of December 1, 2005 among Debtor, the other debtors party thereto and BMO, as successor to Harris N.A., as amended, modified, supplemented or restated from time to time (the “Security Agreement”).

B. Assignee has assumed all of the rights and obligations of BMO under that certain Second Amended and Restated Credit Agreement dated as of February 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) Credit Agreement pursuant to the Assignment of Loan and Loan Documents dated as of even date herewith (the “Loan Assignment”) among the lenders party to the Credit Agreement, BMO, Assignee, the Debtor and the guarantors party thereto.

C. In connection with the Loan Assignment, Debtor desires to amend and restate the Trademark Security Agreement whereby Debtor assigns and grants to Assignee a lien on and a continuing security interest in the trademarks hereinafter described.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor assigns, mortgages and pledges to, and grants to Assignee, a lien on and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in the Security Agreement.

Notwithstanding anything herein to the contrary, this Amended and Restated Trademark Security Agreement shall not operate as a sale, transfer, conveyance or other assignment to Assignee of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Amended and Restated Trademark Security Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee, for the ratable benefit of Assignee, on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Amended and Restated Trademark Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor and Assignee have caused this Amended and Restated Trademark Security Agreement to be duly executed as of the date and year last above written.

BOOKSPAN

By: W. Knight
Name: WILFON KNIGHT
Title: VP Legal & Business Affairs

INNOVATIVE BRANDS, LLC

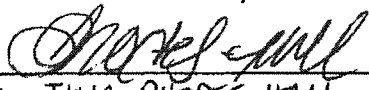
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Assignee have caused this Amended and Restated Trademark Security Agreement to be duly executed as of the date and year last above written.

BOOKSPAN

By: _____
Name: _____
Title: _____

INNOVATIVE BRANDS, LLC

By:  _____
Name: TINA RHODES-HALL
Title: AUTHORIZED REPRESENTATIVE

**SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT**

**U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARKS	FILED	SERIAL #	REG. DATE	REG. #
BOOK-OF-THE-MONTH CLUB	07/07/1997	75319643	06/29/1999	2256398
BOOK-OF-THE-MONTH CLUB NEWS	06/06/1974	73023497	01/06/1976	1029328
BOOK-OF-THE-MONTH-CLUB	03/20/1972	72418835	09/11/1973	0968359
CHILDREN'S BOOK-OF-THE- MONTH CLUB	03/14/1997	75257083	05/19/1998	2158615
CHILDREN'S BOOK-OF-THE- MONTH CLUB	03/14/1997	75257085	05/19/1998	2158616
CRAFTER'S CHOICE	06/01/1993	74396145	02/22/1994	1823444
FANTASTIC FINDS	12/11/2006	77061102	10/09/2007	3305635
HEAVEN SENT	11/03/2004	78510640	04/11/2006	3080811
HEAVEN SENT HEARTBEAT	02/08/2006	78809737	10/16/2007	3314326
HOMESTYLE BOOKS	10/09/1987	73689200	06/21/1998	1493727
INSIGHTOUT	06/12/2000	78012165	01/22/2002	2533065
MOSAICO	05/14/2001	78063466	08/26/2003	2757456
ONE SPIRIT	05/12/1995	74673286	06/24/1997	2074321
ONE SPIRIT	09/25/1995	74734066	07/15/1997	2080004
QUALITY PAPERBACK BOOK CLUB	12/03/1976	73108451	08/29/1978	1100947
SERVICES THAT WORK TOGETHER FOR YOU	01/23/2006	78796809	11/28/2006	3177107
THE GOOD COOK	08/07/1995	74712389	07/15/1997	2079919
THE HISTORY BOOK CLUB	05/27/1982	73366728	05/06/1986	1392691
TRIANGLE CLASSICS	03/10/1993	74366518	11/16/1993	1804463
YES SOLUTIONS	05/09/2005	78625288	08/29/2006	3137231
ZOOPA	05/02/2005	78620658	08/22/2006	3132300

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE

FOREIGN REGISTERED TRADEMARKS

NONE