Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex p. 6/30/2005	U.S. DEPARTMENT OF COMMER. United States Patent and Trademark Off						
	FORM COVER SHEET						
	ARKS ONLY						
Name of conveying party(ies)/Execution Date(s):	ease record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies)						
SOURCE INTERLINK MAGAZINES, LLC	Additional names, addresses, or citizenship attached?						
	Name: WELLS FARGO CAPITAL FINANCE, LLC						
	Internal Address:						
☐ Individual(s) ☐Association	Chart Address 4400 May 15 To 10 To 1						
General Partnership Limited Partnership	Street Address: 1100 Abernathy Road, Suite 1600						
□Corporation	City: Atlanta						
⊠Limited Liability Company	State: GA						
Citizenship: <u>DE</u>							
Execution Date(s) May 14, 2013	Country: USA Zip: 30328						
Additional names of conveying parties attached? □Yee ☑ No	Association Citizenship:						
3. Nature of conveyance:	General Partnership Citizenship:						
☐ Assignment ☐ Merger	☐ Limited Partnership Citizenship:						
	Corporation Citizenship:						
☐ Other	☑ Limited Liability Company Citizenship: <u>DE</u>						
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No						
4. Application number(s) or registration overhoods and idea	(Designations must be a sensible document from agricument)						
4. Application number(s) or registration number(s) and iden A. Trademark Application No.(s) See Attached Schedule I	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)						
Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	6. Total number of applications and registrations involved: 3 US MARKS						
Internal Address: CT Lien Solutions	7. Notal fee (37 CFR 2.6(b)(6) & 3.41) \$ \$\infty\$ Authorized to be charged by credit card						
Street Address: 187 Wolf Road, Suite 101	☐ Authorized to be charged to deposit account						
City: <u>Albany</u>	☐ Enclosed						
State: <u>NY</u> Zip: <u>12205</u>	8. Payment Information:						
Phone Number: <u>800-342-3676</u>	a. Credit Card Last 4 Numbers 1808 Expiration Date 0115						
Fax Number: <u>800-962-7049</u>	b. Deposit Account Number						
Email Address: ds-udsalbany@wolterskluwer.com	Authorized User Name:						
V2. 0. 0.							
9. Signature: Signature	May 22, 2013						
Kareem Ansley	Date Total number of pages including cover sheet, attachments, and document: 7						
Name of Person Signing	<u> </u>						

Documents to be recorded (including cover sheet) should be fexed to (703) 306-6985, or maijed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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SCHEDULE 1 TO AMENDMENT NO. 1 TO REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

i i Nivie	SAVITA	MARK BOX BOX BOX BOX BOX BOX BOX BOX BOX BOX	S(ES)	STA TUS	SERI AL NUM BER			TRY	APPLIC AFRON DATE	REGISTA ATTON DATE	MARK CLASSIES
Breakin g Out	Breaki	Bonnier Active Media, Inc.	35 and 41	Activ	85189 329	4084972		U.S.A.	12/02/201	01/10/2012	Promotional scrvices namely, providing website at which up-and coming musical artist can showcase their talent via an online portfolio Class 41 Class Status
					Andrew Company of the			Andread and the state of the st			Active Entertainmen services, namely providing a website of up and-coming musica artists featuring non-downloadable musica videos and interviews providing a website for entertainment purposes
	راز چې په پېښلېست ستند شستانې د د په وټ د مشاست										where users can view and post images, audio and video featuring up-and-coming musical artists; arranging and conducting music competitions for up-and-coming musical artists
Sound & Vision	SOUND	Bonnier Active Media, Inc.	9	Activ e	76975 329	2744718	U.Ş.	U.S.A.	04/26/200 1	07/29/2003	Class 9: Instructional DVDs for electronic equipment
Sound & /iston	SOUND	Bonnier Active Mcdia, Inc.	16 and 42	Activ	75554 167	2428754	U.S.	U.S.A.	09/16/199 8		the field of audio, video and electronic equipment Class 42: Computer services, namely, providing an on-line magazine in the field of
ound		Bonnier	16	Activ	05339	ГМАЗ 1053	Forei	Canad	12/31/108	1	audio, video and electronic equipment
	<u></u>	Active		е	67	4	gn	a	4	1	Class 16: Periodical publications, namely

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TRADEMARK REEL: 005037 FRAME: 0486

FH.E NAME	MARI		SERI REGIS AL ATTO NUM NUMB BER	FR TYP N E ER OF MA	TRY	APPLIC ATTON DATE	REGISTR ATION DATE	DESCRIPTION OF MARK CLASS(ES)
Vision	Media, Inc.	*		RK		American Control of the Control of t	Property of the second	magazines

List of Internet Domain Names

hometheatertune-up.com
hometheatertune-up.net
hometheatertuneup.com
hometheatertuneup.net
soundandvision.biz
soundvision.us
hometheatertune-uponline.com
hometheatertune-uponline.com
sv-tune-up.com
sv-tune-up.com
tuneup-online.com

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TRADEMARK REEL: 005037 FRAME: 0487

AMENDMENT NO. 1 TO REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO REVOLVING CREDIT FACILITY TRADEMARK SECURITY AGREEMENT (this "Amendment"), made as of May 14, 2013, by and between SOURCE INTERLINK MAGAZINES, LLC, a Delaware limited liability company ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, formerly known as Wells Fargo Foothill, LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, "Collateral Agent") pursuant to the Loan Agreement (as hereinafter defined). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor, certain of its affiliates and Collateral Agent are parties to the Revolving Credit Facility Trademark Security Agreement, dated June 19, 2009 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on June 25, 2009 at Reel/Frame 4011/0949;

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has, among other things, granted to Collateral Agent a security interest in all present and future Trademarks and Trademark applications of Grantor, together with certain related assets, and has agreed to execute and deliver to Collateral Agent all agreements and documents as requested by Collateral Agent to evidence the security interests of Collateral Agent therein;

WHEREAS, Grantor has certain additional Trademarks, Trademark applications and internet domain names registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Grantor and Collateral Agent now wish to amend the Trademark Security Agreement to include such additional Trademarks, Trademark applications and internet domain names.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Collateral Agent hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the trademarks, trademark applications, internet domain names and other Trademark Collateral related thereto described in Schedule 1 attached hereto (such additional Trademark Collateral described on Schedule 1 hereto being referred to herein as the "Additional Trademark Collateral").

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- (b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.
- 2. <u>Confirmation of Grant of Security Interest</u>. Without limiting the grant of the security interest to Collateral Agent set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Collateral Agent, and hereby grants to Collateral Agent a continuing security interest in and a general lien upon the Additional Trademark Collateral.
- 3. <u>Representations, Warranties and Covenants</u>. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Pledge and Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.
- 4. <u>Effect of this Amendment</u>. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.
- 5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

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IN WITNESS WHEREOF, Grantor and Collateral Agent have executed this Amendment as of the day and year first above written.

SOU	RCE INTERLINK MAGAZINES,
Ву:	SOURCE INTERLINK MEDIA, LLC,
Ву:	its sole Member SOURCE INTERLINK COMPANIES, INC., its sole Member
	Vame: 05 -34 ch A. Kidy Title: U. A. A. Sec b. Conce County
WELI as Coi	LS FARGO CAPITAL FINANCE, LLC liateral Agent
Ву:	
,	Name:
	Title:

IN WITNESS WHEREOF, Grantor and Collateral Agent bave executed this Amendment as of the day and year first above written.

SOURCE INTERLINK MAGAZINES, LLC

By: SOURCE INTERLINK MEDIA, LLC,

its sole Member

By: SOURCE INTERLINK

COMPANIES, INC.,

its sole Member

By: Name:

Title:

WELLS FARGO CAPITAL FINANCE, LLC

as Collateral Agent

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RECORDED: 05/24/2013