

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

List of Trademarks and Trademark Applications

FILE NAME	SAMPLE	OWNER OF MARK	CLASS(S)	STATUS	SERIAL NUMBER	REGISTRATION NUMBER	TYPE OF MARK	COUNTRY	APPLICATION DATE	REGISTRATION DATE	DESCRIPTION OF MARK CLASS(ES)
Breakin g Out	Breakir	Bonnier Active Media, Inc.	35 and 41	Activ e	85189 329	4084972	U.S.	U.S.A.	12/02/201 0	01/10/2012	Class 35: Active Promotional services, namely, providing a website at which up-and- coming musical artists can showcase their talents via an online portfolio Class 41 Class Status: Active Entertainment services, namely, providing a website of up- and-coming musical artists featuring non- downloadable musical videos and interviews; providing a website for entertainment purposes 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.S.	U.S.A.	04/26/200 1	07/29/2003	Class 9: Instructional DVDs for electronic equipment
Sound & Vision	SOUND	Bonnier Active Media, Inc.	16 and 42	Activ e	75554 167	2428754	U.S.	U.S.A.	09/16/199 8	02/13/2001	Class 16: Magazine in the field of audio, video and electronic equipment Class 42: Computer services, namely, providing an on-line magazine in the field of audio, video and electronic equipment
Sound &		Bonnier Active	16	Activ e	05339 67	TMA31053 4	Foreign	Canada	12/31/198 4	01/17/1986	Class 16: Periodical publications, namely

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FILE NAME	SAMPLE	OWNER OF MARK	CLASS(ES)	STATUS	SERIAL NUMBER	REGISTRATION NUMBER	TYPE OF MARK	COUNTRY	APPLICATION DATE	REGISTRATION DATE	DESCRIPTION OF MARK CLASS(ES)
Vision		Media, Inc.									magazines

List of Internet Domain Names

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

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).

W I T N E S S E T H:

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 1 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").

(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. Confirmation of Grant of Security Interest. 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. Representations, Warranties and Covenants. 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. Effect of this Amendment. 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.

IN WITNESS WHEREOF, Grantor and Collateral Agent have 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: Joseph A. King

Title: VP & Associate General Counsel

WELLS FARGO CAPITAL FINANCE, LLC
as Collateral Agent

By: _____

Name:

Title:

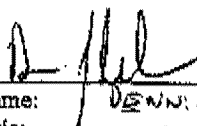
IN WITNESS WHEREOF, Grantor and Collateral Agent have executed this Amendment as of the day and year first above written.

**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

By:  _____
Name: DENNIS J. REBAS
Title: V.P.

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