

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cruz Bay Publishing, Inc.		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation, as Collateral Agent
Street Address:	One CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2777828	ADVENTURES OF ZIMMO
Registration Number:	2526225	ADVERTISER INFOLINK
Serial Number:	77389111	FREEZE
Registration Number:	3208929	GO BIGGER // LIVE BETTER
Registration Number:	2566760	HALFPIPE JAM
Registration Number:	1120914	NASTAR
Registration Number:	1726359	NASTAR
Registration Number:	1002770	SKI
Registration Number:	1630827	SKI MAGAZINE
Registration Number:	3245416	SKI MAGAZINE'S MOUNTAIN HOME
Registration Number:	2181119	SKIING
Registration Number:	0909613	SKIING
Registration Number:	2083200	SKINET
Registration Number:	3035448	SNOWORLD

CH \$665.00 2777828

Registration Number:	2279479	STN
Registration Number:	2096710	WARREN MILLER
Registration Number:	3455321	WARREN MILLER
Registration Number:	3412901	WARREN MILLER
Registration Number:	3317579	WARREN MILLER
Registration Number:	3221805	WARREN MILLER'S
Registration Number:	3334548	WARREN MILLER'S
Registration Number:	2087095	WARREN MILLER'S
Registration Number:	2764135	WARREN MILLER'S GLOBAL ADVENTURE
Registration Number:	2192419	WARREN MILLER'S SNOWORLD
Registration Number:	2906377	WARREN MILLER'S THE POWER OF SNOW
Registration Number:	3978959	WINTER LAB

CORRESPONDENCE DATA

Fax Number: 6172274420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6172390746
Email: kouimet@edwardswildman.com
Correspondent Name: Kristine L. Ouimet, Senior Paralegal
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666.0215
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	06/04/2013

Total Attachments: 11
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**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 31, 2013, by **CRUZ BAY PUBLISHING, INC.**, a Delaware corporation ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Collateral Agent** (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor has executed and delivered to Collateral Agent a certain Guaranty and First Lien Security Agreement dated as of December 21, 2006, as amended by a certain First Amendment to First Lien Loan Agreement and First Lien Security Agreement dated as of January 5, 2009, as further amended by a certain Second Amendment to First Lien Loan Agreement and First Lien Security Agreement dated as of February 23, 2010, as further amended by a certain Third Amendment to First Lien Loan Agreement and First Lien Security Agreement and First Amendment to Guaranty and First Lien Security Agreement dated as of January 20, 2011, as further amended by a certain Fourth Amendment to First Lien Loan Agreement and First Lien Security Agreement and Second Amendment to Guaranty and First Lien Security Agreement dated as of July 15, 2011, as further amended by a certain Fifth Amendment to and Reaffirmation of First Lien Security Agreement dated as of December 31, 2012, as further amended by a certain First Amendment to Amended and Restated First Lien Loan Agreement, Sixth Amendment to First Lien Security Agreement and Fourth Amendment to Guaranty and First Lien Security Agreement dated as of the date hereof, as the same may be further amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Collateral Agent, on behalf of the Secured Parties, and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Collateral Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. Security Interest. Debtor hereby grants to Collateral Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all trademarks, service marks and trade names, and all applications and registrations therefor, now or hereafter owned by Debtor, including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby

requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. Debtor represents and warrants that:

2.1. **Schedule A** sets forth as of the date hereof all United States trademark registrations and applications obtained by Debtor since December 31, 2012.

2.2. As of the date hereof, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of the Collateral to the extent commercially practicable and customary within the relevant industry.

3. Covenants. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto and at least quarterly Debtor shall give to Collateral Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Collateral Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable and customary within the relevant industry.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Collateral Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. Remedies. After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Collateral Agent may declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. Attorney-in-Fact. Debtor hereby appoints Collateral Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Collateral Agent deem necessary in order to protect its interest in the Collateral. Debtor agrees

that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Collateral Agent (or Collateral Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. General.

6.1. No course of dealing between Debtor and Collateral Agent, nor any failure to exercise, nor any delay in exercising on the part of Collateral Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) 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 right, power or privilege. No waiver by Collateral Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Collateral Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Collateral Agent.

6.3. If any clause or provision of this Agreement 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 Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

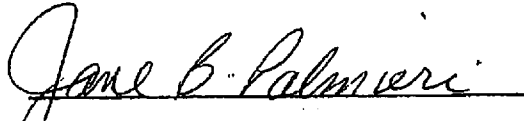
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

CRUZ BAY PUBLISHING, INC.

By: 
Print Name: Brian Sellstrom
Title: Senior Vice President

STATE OF Florida
COUNTY OF Broward

In Ft. Lauderdale on this 30th day of May, 2013, before me personally appeared Brian Sellstrom, the Senior Vice President of Cruz Bay Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his free act and deed in said capacity and the free act and deed of said corporation.


Notary Public
Print Name: JANE B. PALMIERI
My Commission expires: _____



CRUZ BAY PUBLISHING, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005040 FRAME: 0474

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

~~CRUZ BAY PUBLISHING, INC.~~

By: _____
Name: Brian Sellstrom
Title: Senior Vice President

**CIT LENDING SERVICES
CORPORATION, as Collateral Agent**


By: _____
Name: Donald J. Oberg, Jr.
Title: Vice President

[Cruz Bay – Trademark Security Agreement]

STATE OF NJ)
COUNTY OF Cruz)

In LIVINGSTON on this 30th day of May, 2013, before me personally appeared Donald J. Oberg, the Vice President of CIT Lending Services Corporation, as Collateral Agent, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

James Erwin
NOTARY PUBLIC
State of New Jersey
My Commission Expires 12/08/2015



Notary Public
Print Name: JAMES ERWIN
My Commission expires: 12/08/2015

[Cruz Bay – Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

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TRADEMARK

REEL: 005040 FRAME: 0477

Trademarks

TRADEMARK	OWNER OF MARK	CLASS (KS)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
A SKI Magazine Program (Design)	Bonnier Active Media, Inc.	See class description	Active	0675404	TMA398545	Canada	02/11/1991	05/22/1992	
DESCRIPTION OF CLASS: Organization, development, promotion, merchandising, administration, management, advertising, and operation of competitive skiing events.									
Adventures of Zimms (Design Mark)	Warren Miller Entertainment, Inc.	9	Active	76074324	2777828	U.S.A.	07/17/2001	10/28/2003	
DESCRIPTION OF CLASS: Class 9: Pre-recorded videocassettes featuring entertainment and information of general interest to parents and children									
ADVERTISER INFOLINK	Times Media, Inc.	35	Abandoned	75696655	2526225	U.S.A.	05/03/1999	01/01/2002	08/03/2012
DESCRIPTION OF CLASS: Class 35: promoting the goods and services of others via a web page on the global computer network, namely providing advertiser information									
Freeze	Bonnier Active Media, Inc.	41	Abandoned	77389111		U.S.A.	07/05/2008		10/17/2011
DESCRIPTION OF CLASS: Class 16: Online teen skiing magazine									
Go Bigger/Live Better	Bonnier Active Media, Inc.	36	Abandoned	78866836	3208929	U.S.A.	04/21/2006	02/13/2007	02/13/2013
DESCRIPTION OF CLASS: Class 16: Magazines featuring topics of sports, athletic training, travel, and lifestyles									
Halfpipe Jam	Bonnier Active Media, Inc.	41	Abandoned	76084291	2566760	U.S.A.	07/06/2000	05/07/2002	05/07/2012
DESCRIPTION OF CLASS: Class 41: entertainment exhibitions in the nature of a freestyle skiing, skiing and snowboarding competition									
NASTAR	Bonnier Active Media, Inc.	16, 25, and 28 (Class 9 expired)	Active	73137402	1120914	U.S.A.	08/12/1977	06/26/1979	
DESCRIPTION OF CLASS: Class 16: ANNUAL SKI GUIDE AND DIRECTORY Class 25: T-SHIRTS Class 28: SKIING EQUIPMENT-NAMELY, RACING BANNERS, BIBS AND GATE PANELS Class 9: Documentary Films - Expired									
NASTAR	Bonnier Active Media, Inc.	41	Active	74136253	1726359	U.S.A.	02/04/1991	10/20/1992	
DESCRIPTION OF CLASS: Class 41: Entertainment services; namely, conducting recreational ski races									
NASTAR	Bonnier Active Media, Inc.	See class description	Active	0529265	TMA335379	Canada	09/28/1984	12/18/1987	
DESCRIPTION OF CLASS: WARES: (1) Publications, namely an annual ski guide and directory. (2) Instructional and documentary films; t-shirts, and skiing equipment, namely racing banners, bibs and gate panels, ski bags, ski boot bags, and day packs. SERVICES: (1) Organization, development, administration, management and operation of competitive skiing events.									

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TRADEMARK
REEL: 005040 FRAME: 0478

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
Ski	Bonnier Active Media, Inc.	16	Active	73011482	1002770	U.S.A.	01/21/1974	01/28/1975	
DESCRIPTION OF CLASS: Class 16: Magazine									
Ski	Bonnier Active Media, Inc.	16	Active	0433002	TMA255421	Canada	11/28/1978	01/30/1981	
DESCRIPTION OF CLASS: Class 16: Magazines									
Ski	Bonnier Active Media, Inc.	16	Active		903326248	Brazil	01/26/2011	03/22/2011	
DESCRIPTION OF CLASS: "Revistas [Periodicos]", in English "Magazines [periodicals]"									
SKI MAGAZINE	Bonnier Active Media, Inc.	16	Active	74034766	1630827	U.S.A.	02/28/1990	01/08/1991	
DESCRIPTION OF CLASS: Class 16: Magazines									
Ski Magazine's Mountain Home	Bonnier Active Media, Inc.	16	Active	78550604	3245416	U.S.A.	01/20/2005	05/22/2007	
DESCRIPTION OF CLASS: Class 16: magazines in the field of real estate, winter sports and outdoor activities									
Sküing	Bonnier Active Media, Inc.	36	Abandoned	75107334	2181119	U.S.A.	05/21/1996	08/11/1998	05/16/2009
DESCRIPTION OF CLASS: Class 36: credit card services; loan financing services, namely, dispensing cash against a credit line									
Sküing	Bonnier Active Media, Inc.	16	Active	72357462	909613	U.S.A.	04/20/1970	03/09/1971	
DESCRIPTION OF CLASS: Class 16: Magazines published 7 times a year.									
Sküing	Bonnier Active Media, Inc.	16	Active	1018105	TMA583412	Canada	06/14/1999	06/10/2003	
DESCRIPTION OF CLASS: Class 16: Magazines									
Sküing (Design)	Bonnier Active Media, Inc.	16	Active	0575157	TMA353371	Canada	12/22/1986	03/23/1989	
DESCRIPTION OF CLASS:									
SKINET	Bonnier Active Media, Inc.	42	Active	75047224	2083200	U.S.A.	01/23/1996	07/29/1997	
DESCRIPTION OF CLASS: Class 16: Magazines Class 42: computer services, namely, providing access to computer databases, computer bulletin boards, forums and chat groups in the field of mountain sports									

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TRADEMARK

REEL: 005040 FRAME: 0479

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
SNOWORLD	Warren Miller Entertainment, Inc.	16	Active	78516843	3035448	U.S.A.	11/03/2004	12/27/2005	
DESCRIPTION OF CLASS: Class 16: magazines in the field of skiing, winter sports and travel									
STN	Bonnier Active Media, Inc.	16	Active	75564825	2279479	U.S.A.	10/05/1998	09/21/1999	
DESCRIPTION OF CLASS: Class 16: Publication, namely, a magazine published quarterly featuring the skiing trade									
Warren Miller	Bonnier Active Media, Inc.	9 and 39	Active	75062698	2096710	U.S.A.	02/26/1996	09/16/1997	
DESCRIPTION OF CLASS: Class 9: Motion picture films and prerecorded video tape and/or discs on the subject of travel and sports and computer software containing sports footage and travel footage. Class 39: Travel services, namely, travel clubs, travel guide services, travel information services, and arranging travel tours.									
Warren Miller	Warren Miller Entertainment, Inc.	9	Active	78698019	3455321	U.S.A.	08/23/2005	06/24/2008	
DESCRIPTION OF CLASS: Class 9: Downloadable ring tones, ring backs, screensavers, graphics and music via a global computer network and wireless devices; pre-recorded audio visual recordings in the field of skiing, winter sports, and leisure activities									
Warren Miller	Warren Miller Entertainment, Inc.	38	Active	78698018	3412901	U.S.A.	08/23/2005	08/15/2008	
DESCRIPTION OF CLASS: Class 38: Communications and telecommunication services, namely, wireless broadband communications services; wireless communication services, namely, transmission of text, audio, video and graphics to mobile telephones; wireless electronic transmission of voice signals, data, images and information									
Warren Miller	Warren Miller Entertainment, Inc.	39, 41, 42	Active	78856776	3317579	U.S.A.	04/07/2006	10/23/2007	
DESCRIPTION OF CLASS: Class 39: Providing online information in the field of travel Class 41: Providing online information in the field of sports, skiing, travel, athletic competitions, films, snow, weather, music. Class 42: Providing online information in the field of weather.									
Warren Miller	Warren Miller Entertainment, Inc.	See class description	Active	1288225	INLA716192	Canada	02/01/2006	06/09/2008	
DESCRIPTION OF CLASS: WARES: (1) Pre-recorded audio-visual non-software recordings in the field of skiing, winter sports, and leisure activities. (2) Electronic game software for wireless devices. (3) Magazines and books in the field of skiing, winter sports, and leisure activities. (4) Downloadable ring tones, ring backs, screensavers, graphics via a global computer network and wireless devices; downloadable electronic publications in the nature of magazines in the field of skiing, winter sports and leisure activities. (5) Motion picture films and prerecorded non-software video tape and/or discs on the subject of travel and sports and computer software for storing and presenting sports footage and travel footage. SERVICES: (1) Arranging and organizing film tours; arranging and organizing entertainment events, namely concerts and skiing and snowboarding competitions; promoting the sale of goods and services through promotional contests; arranging for sponsors to affiliate goods and services with film tours, film exhibitions, concerts, and skiing and snowboarding competitions; arranging and organizing exhibitions featuring films. (2) Paging services, providing multiple user access to a global computer network, streaming of audio and video material on the Internet.									
Warren Miller's	Warren Miller Entertainment, Inc.	9	Active	78740057	3221805	U.S.A.	10/25/2005	03/27/2007	

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TRADEMARK
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TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
DESCRIPTION OF CLASS: Class 9: DVD's featuring sports and travel; Motion picture films about sports and travel; Pre-recorded CD's, video tapes, laser disks and DVD's featuring sports and travel									
Warren Miller's	Warren Miller Entertainment, Inc.	39 and 41	Active	78740125	2334548	U.S.A.	10/25/2005	11/13/2007	
DESCRIPTION OF CLASS: Class 39: Organization of travel Class 41: motion picture film production; organizing of events in the field of skiing, winter sports, and leisure activities; entertainment services in the nature of on-going television programs in the field of travel and sports.									
Warren Miller's	Bonnier Active Media, Inc.	16	Abandoned	75063301	2687095	U.S.A.	03/26/1996	08/12/1997	05/16/2003
DESCRIPTION OF CLASS: Class 16: Magazines and books on the subjects of sports and travel									
Warren Miller's Global Adventure	Warren Miller Entertainment, Inc.	41	Active	78074288	2764135	U.S.A.		09/16/2003	
DESCRIPTION OF CLASS: Class 41: Entertainment services in the nature of television broadcast programs featuring animals, travel and sports									
Warren Miller's Snowworld Logo	Bonnier Active Media, Inc.	16	Active	75398000	2192419	U.S.A.	11/21/1997	09/29/1998	
DESCRIPTION OF CLASS: Class 16: Magazine in the field of the ski and sports industry									
Warren Miller's The Power of Snow	Warren Miller Entertainment, Inc.	9	Active	78260992	2906377	U.S.A.	06/11/2003	11/30/2004	
DESCRIPTION OF CLASS: Class 9: Video recordings and video disks featuring skiing, snowboarding, daredevil stunts and winter sports									
Winter Lab	Bonnier Corporation	41	Active	77898091	3978959	U.S.A.	12/21/2009	06/14/2011	
DESCRIPTION OF CLASS: Class 41: Providing online magazines, books, newsletters, sections and columns in the field of testing of the snow gear of others for the purpose of certification									

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TRADEMARK

RECORDED: 06/04/2013

REEL: 005040 FRAME: 0481