

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
Penske Media Corporation		11/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dragon Investment Partners, Ltd.
Street Address:	730 17th Street, Suite 500
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	LIMITED PARTNERSHIP: COLORADO

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	3557316	BGR
Registration Number:	3560515	BOY GENIUS
Registration Number:	3563844	BOY GENIUS REPORT
Registration Number:	2827406	BREAKTHROUGH OF THE YEAR AWARDS
Serial Number:	85230121	ENTERTAINMENT NEWS TELEVISION
Serial Number:	85230080	ENTV
Registration Number:	2795944	HOLLYWOOD LIFE
Registration Number:	4050075	HOLLYWOOD LIFE
Registration Number:	4126019	HOLLYWOOD LIFE
Serial Number:	77515492	HOLLYWOOD LIFE
Registration Number:	4132374	HOLLYWOODLIFE.COM
Registration Number:	3149041	HOLLYWOOD STYLE AWARDS
Serial Number:	77782158	HOLLYWOODLIFE.COM
Registration Number:	3593937	HOLLYWOODLIFE.NET

OP \$1190.00 3557316

Registration Number:	3593939	HL HOLLYWOODLIFE.NET
Serial Number:	85284363	THE POWER OF CONTENT
Registration Number:	4265874	STYLE AWARDS
Serial Number:	85156555	STYLE AWARDS
Serial Number:	85687066	STYLE AWARDS
Serial Number:	85687073	STYLE AWARDS
Serial Number:	85687076	STYLE AWARDS
Serial Number:	85687080	STYLE AWARDS
Serial Number:	85687083	STYLE AWARDS
Serial Number:	85687084	STYLE AWARDS
Serial Number:	85688112	STYLE A W A R D S
Serial Number:	85977979	STYLE AWARDS
Serial Number:	85977982	STYLE AWARDS
Registration Number:	4265873	STYLE AWARDS
Serial Number:	85156559	STYLE AWARDS
Serial Number:	85688122	BOP!
Serial Number:	85688126	STYLE A W A R D S
Serial Number:	85688137	STYLE A W A R D S
Serial Number:	85688177	STYLE A W A R D S
Serial Number:	85688184	STYLE A W A R D S
Serial Number:	85688186	STYLE A W A R D S
Registration Number:	4065979	STYLEAWARDS.COM
Serial Number:	85187751	STYLEAWARDS.COM
Serial Number:	85188629	STYLEAWARDS.COM
Serial Number:	85284387	THE POWER OF ORIGINAL CONTENT
Serial Number:	85143657	TV   LINE
Serial Number:	85143670	TV   LINE
Serial Number:	85143650	TVLINE
Serial Number:	85143664	TVLINE.COM
Serial Number:	85976274	TVLINE.COM
Registration Number:	2427672	YOUNG HOLLYWOOD AWARDS
Registration Number:	3494367	YOUNG HOLLYWOOD AWARDS
Registration Number:	3741287	YOUNG HOLLYWOOD HOME

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 005046 FRAME: 0389**

Fax Number: 3107464495  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 310-746-4405  
Email: fgartside@elkinskalt.com  
Correspondent Name: Frederick W. Gartside  
Address Line 1: 2049 Century Park East Ste 2700  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	10997-0001
NAME OF SUBMITTER:	Frederick W. Gartside
Signature:	/fwg/
Date:	06/13/2013

Total Attachments: 8  
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TRADEMARK SECURITY AGREEMENT  
(TRADEMARKS, TRADEMARK REGISTRATIONS,  
TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

Dated November 12, 2012

WHEREAS, Penske Media Corporation, a Delaware corporation (the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined in part as all trademarks, service marks, brand names, certification marks, collective marks, internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, and other indicia of origin and all applications and registrations for all of the foregoing) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, of even date herewith (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Pledge Agreement"), between the Pledgor and Dragon Investment Partners, Ltd., a Colorado limited partnership (the "Lender"), (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Pledge Agreement), the Pledgor has granted to the Lender a first priority security interest in and to all of the Pledgor's Trademarks and Licenses (including, without limitation, those Trademark licenses listed on Schedule B hereto), and the following: (i) all goodwill associated with and symbolized by the Trademarks, and (ii) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the of the Trademarks and the Licenses, whether now or hereafter existing and whether now owned or hereafter acquired, to secure the payment and performance of the Obligations; and

WHEREAS, the Lender and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith (and the other collateral described herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

1. The Pledgor does hereby grant to the Lender, as security for the payment and performance of the Obligations, a continuing first priority security interest in all of the following (all of the following items (i) through (iii) being collectively referred to herein as the "Trademark Collateral"), whether now or hereafter existing and whether now owned or hereafter acquired: (i) each Trademark and all goodwill associated with, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto; (ii) each License, including, without limitation, each Trademark license referred to in Schedule B annexed hereto; and (iii) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the Trademarks and the Licenses.
2. The Pledgor agrees to deliver updated copies of Schedule A and Schedule B to the Lender at the end of any quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Schedule A hereto or enters into any Trademark license not listed on Schedule B hereto, and to duly and promptly execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or

documents (in form and substance reasonably satisfactory to the Lender), and promptly perform, or cause to be promptly performed, upon the reasonable request of the Lender, any and all acts, in all cases, as may be necessary, proper or advisable from time to time, in the reasonable judgment of the Lender, to carry out the provisions and purposes of the Pledge Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the liens of the Lender granted pursuant to the Pledge Agreement, this Trademark Security Agreement, and the other Line of Credit Loan Documents (in this Agreement, such term shall have the meaning therefor set forth in the Credit Agreement dated as of the date hereof by and between Pledgor and Lender (as amended from time to time, the "Credit Agreement")) in the Trademark Collateral or any portion thereof.

3. The Pledgor agrees that (i) if any Person shall do or perform any act(s) which the Lender reasonably believes constitute an infringement of any Trademark, or violate or infringe any right therein of the Pledgor or the Lender or (ii) if any Person shall do or perform any acts which the Lender reasonably believes constitute an actual or threatened unauthorized or unlawful use of any Trademark, then and in any such event, upon thirty (30) days' prior written notice to the Pledgor (or if an Event of Default (in this Agreement, such term shall have the meaning therefor set forth in the Credit Agreement) is at the time continuing, then without notice), the Lender may and shall have the right to take such reasonable steps and institute such reasonable suits or proceedings as the Lender may deem advisable or necessary to prevent such act(s) and/or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. The Lender may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Lender hereby agrees to give the Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and the Pledgor agrees to assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Pledgor's sole expense.

4. This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Pledge Agreement. The Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Pledge Agreement with respect to the Trademark Collateral. The Pledgor and the Lender do hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. This Trademark Security Agreement is executed and delivered by the Pledgor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof. At such time as all Obligations have been indefeasibly paid in full and performed, the Lender shall promptly execute and deliver to the Pledgor, at the Pledgor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Pledge Agreement.

6. So long as no Event of Default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement, the Pledge Agreement and the other Line of Credit Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Pledge Agreement and the other Line of Credit Loan Documents.

7. This Trademark Security Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of California without regard to principles of conflicts of laws.

8. No modification, amendment or waiver of any provision of this Trademark Security Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender and acknowledged and agreed to by the Pledgor.

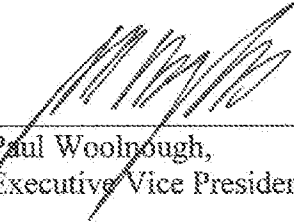
9. This Trademark Security Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. A facsimile or pdf signature shall constitute an original signature.

10. If any conflict or inconsistency exists between this Trademark Security Agreement and the Pledge Agreement, the Pledge Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has executed this Trademark Security Agreement on the date first written above.

PENSKE MEDIA CORPORATION

By:   
Paul Woolnough,  
Executive Vice President

STATE OF CALIFORNIA

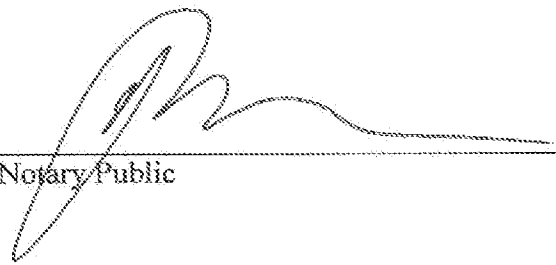
COUNTY OF LOS ANGELES

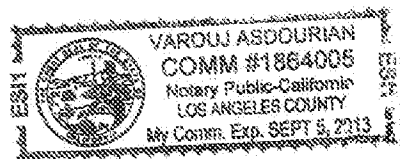
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*VAROUI ASSOURIAN*

On April 18, 2013, before me, ~~Paul Woolnough~~, a Notary Public, personally appeared PAUL WOOLNOUGH who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public



Schedule A

See Attached



Mark	Serial/Registration
BGR	3557316
Boy Genius	3560515
Boy Genius Report	3563844
Breakthrough of the Year Awards	2827406
Entertainment News Television	85230121
ENTV	85230080
Hollywood Life	2795944
Hollywood Life	4050075
Hollywood Life	4126019
Hollywood Life	77515492
Hollywood Life.com	4132374
Hollywood Style Awards	3149041
Hollywoodlife.com	77782158
Hollywoodlife.net	3593937
Hollywoodlife.net & Design	3593939
Power of Content	85284363
Style Awards	4265874
Style Awards	85156555
Style Awards	85687066
Style Awards	85687073
Style Awards	85687076
Style Awards	85687080
Style Awards	85687083
Style Awards	85687084
Style Awards	85688112

Mark	Serial/Registration
Style Awards	85977979
Style Awards	85977982
Style Awards (logo)	4265873
Style Awards (logo)	85156559
Style Awards (logo)	85688122
Style Awards (logo)	85688126
Style Awards (logo)	85688137
Style Awards (logo)	85688177
Style Awards (logo)	85688184
Style Awards (logo)	85688186
Styleawards.com	4065979
Styleawards.com	85187751
Styleawards.com	85188629
The Power of Original Content	85284387
TV Line	85143657
TV Line	85143670
TVLine	85143650
TVLine.com	85143664
tvline.com	85976274
Young Hollywood Awards	2427672
Young Hollywood Awards	3494367
Young Hollywood Home	3741287

Schedule B

None