

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>1105 Media, Inc.</td> <td></td> <td>06/21/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>101Communications LLC</td> <td></td> <td>06/21/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Stevens Publishing Acquisition Corporation</td> <td></td> <td>06/21/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Security Events Ltd.</td> <td></td> <td>06/21/2013</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	1105 Media, Inc.		06/21/2013	CORPORATION: DELAWARE	101Communications LLC		06/21/2013	LIMITED LIABILITY COMPANY: DELAWARE	Stevens Publishing Acquisition Corporation		06/21/2013	CORPORATION: DELAWARE	Security Events Ltd.		06/21/2013	CORPORATION: DELAWARE	
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RECEIVING PARTY DATA																					
Name:	General Electric Capital Corporation																				
Street Address:	401 Merritt 7																				
City:	Norwalk																				
State/Country:	CONNECTICUT																				
Postal Code:	06851																				
Entity Type:	CORPORATION: DELAWARE																				
PROPERTY NUMBERS Total: 2																					
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CORRESPONDENCE DATA																					
Fax Number:	4044435697																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Phone:	404-443-5742																				
Email:	lallen@mcguirewoods.com																				
Correspondent Name:	Lizzie Garner, Esq.																				
Address Line 1:	McGuire Woods LLP																				
Address Line 2:	1230 Peachtree Street, N.E., Ste. 2100																				
Address Line 4:	Atlanta, GEORGIA 30309																				

OP \$65.00 2677037

ATTORNEY DOCKET NUMBER:	2060238-0057 1105 MEDIA
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	06/21/2013
Total Attachments: 5 source=1105 - Trademark Security Agreement (Magazine Acquisition)#page1.tif source=1105 - Trademark Security Agreement (Magazine Acquisition)#page2.tif source=1105 - Trademark Security Agreement (Magazine Acquisition)#page3.tif source=1105 - Trademark Security Agreement (Magazine Acquisition)#page4.tif source=1105 - Trademark Security Agreement (Magazine Acquisition)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 21st day of June, 2013 by 1105 Media, Inc., a Delaware corporation, 101communications LLC, a Delaware limited liability company, Stevens Publishing Acquisition Corporation, a Delaware corporation, and Security Events Ltd., a Delaware corporation (collectively, as the "Grantors", and each individually a "Grantor") in favor of General Electric Capital Corporation, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, the Grantors, as borrowers, the financial institutions or other entities from time to time party thereto, each as a Lender and Grantee are parties to a certain Second Amended and Restated Credit Agreement, dated as of November 30, 2012 (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Grantors by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of April 7, 2006 among the Grantors and the Grantee (as the same may be amended, restated or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for its benefit and the benefit of the other Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. Each Grantor reaffirms its prior grants of Trademark Collateral pursuant to the Security Agreement. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of the other Lenders, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by each Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Recordation. The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

4. Miscellaneous.

(i) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(ii) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement. Delivery of manually executed counterparts of this Agreement shall immediately follow delivery by telecopy or other electronic means, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

1105 MEDIA, INC.

By: Neal Vitale
Name: Neal Vitale
Title: Chief Executive Officer & President

101COMMUNICATIONS LLC

By: Neal Vitale
Name: Neal Vitale
Title: Chief Executive Officer & President

**STEVENS PUBLISHING ACQUISITION
CORPORATION**

By: Neal Vitale
Name: Neal Vitale
Title: Chief Executive Officer & President

SECURITY EVENTS LTD.

By: Neal Vitale
Name: Neal Vitale
Title: Chief Executive Officer & President

1105 MEDIA
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

Agreed and Accepted
As of the Date First Written Above

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: Steven Carboni

Title: Its Duly Authorized Signatory

1105 MEDIA
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005053 FRAME: 0644

U.S. TRADEMARKS			
Mark	Reg. No.	Reg. Date	Owner of Record
<i>School Planning & Management</i>	2677037	01/21/2003	1105 Media, Inc.
<i>College Planning & Management</i>	2666020	12/24/2002	1105 Media, Inc.