

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
Dalmatian Press, LLC		08/02/2013	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2169985	BIG BEST BOOK
Registration Number:	2482135	BRIGHT IDEA
Registration Number:	2184874	CREATIVE EDGE
Registration Number:	2120339	DALMATIAN PRESS
Registration Number:	2233041	DALMATIAN PRESS
Registration Number:	2065895	DALMATIAN PRESS
Registration Number:	2154532	DALMATIAN PRESS PUPPY PACK
Registration Number:	2231317	
Registration Number:	2168401	PUPPY PACK
Registration Number:	2102176	SPOT THE DIFFERENCE
Registration Number:	2045129	TEAR AND SHARE
Registration Number:	3727303	SONRISAS
Registration Number:	3149631	SPIRIT PRESS
Registration Number:	2430207	

CH \$565.00 2169985

TRADEMARK

Registration Number:	2171825	THE ULTIMATE FUN BOOK
Registration Number:	3304822	GIGGLE & GROW
Registration Number:	3538442	A BOOK ABOUT US!
Registration Number:	3451582	THE STICKER COMPANY
Registration Number:	3210582	HAPPY TALES
Registration Number:	3243761	A+ LET'S GROW SMART
Registration Number:	4230501	RANDALL REINDEER
Registration Number:	2220382	PIGGY TOES PRESS

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30320
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/05/2013

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 2, 2013 by and from DALMATIAN PRESS, LLC, a Tennessee limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Bendon Publishing International, Inc. (the "Borrower"), the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to a Joinder, Amendment No. 1 and Reaffirmation of Security Agreement entered into by the Grantor, dated as of the date hereof, the Grantor is party to that certain Pledge and Security Agreement, dated as of February 29, 2012, among the Borrower, BPI Intermediate Holdings, Inc. and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing confirming the release of the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

DALMATIAN PRESS, LLC

By: 

Name: Thomas P. Kearney, III

Title: Vice President

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 005084 FRAME: 0957

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration No.	Class(es)	Registration Date
BIG BEST BOOK	2169985	16	6/30/1998
BRIGHT IDEA	2482135	16	8/28/2001
CREATIVE EDGE	2184874	16	8/25/1998
DALMATIAN PRESS	2120339	16, 41	12/9/1997
DALMATIAN PRESS	2233041	16	3/16/1999
DALMATIAN PRESS & DESIGN	2065895	16, 41	5/27/1997
DALMATIAN PRESS PUPPY PACK	2154532	42	5/5/1998
DALMATIAN SPOTTED BORDER DESIGN	2231317	16	3/16/1999
PUPPY PACK	2168401	16	6/23/1998
SPOT THE DIFFERENCE	2102176	16	9/30/1997
TEAR AND SHARE	2045129	16	3/11/1997
SONRISAS & SMILE DESIGN	3727303	16	12/22/2009
SPIRIT PRESS	3149631	16	9/26/2006
SPOTTED BORDER DESIGN	2430207	16	2/20/2001
THE ULTIMATE FUN BOOK	2171825	16	7/7/1998
GIGGLE & GROW	3304822	16	10/2/2007
A BOOK ABOUT US!	3538442	16	11/25/2008
THE STICKER COMPANY	3,451,582	16, 27	6/17/2008
HAPPY TALES & DESIGN	3210582	16	2/20/2007
A+ LET'S GROW SMART	3243761	16	5/22/2007
RANDALL REINDEER	4230501	28	10/23/2012
PIGGY TOES PRESS	2220382	16	1/26/1999