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.		12/31/2012	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: 21

Property Type	Number	Word Mark
Serial Number:	85590995	ADVENTURES DENVER
Registration Number:	2261248	CLIMBING
Registration Number:	2239935	CLIMBING
Serial Number:	85146012	CLIMBING
Registration Number:	2169554	EQUINE NETWORK
Registration Number:	2216471	EQUISEARCH
Serial Number:	85676139	FOODIE AWARDS
Registration Number:	3615092	GEAR FINDER
Registration Number:	2423355	GEARTRENDS
Serial Number:	85704167	LIVE BETTER NATURALLY
Registration Number:	2768837	SNEWS
Serial Number:	85584894	THE BOX
Serial Number:	85657989	THE BOX
Registration Number:	2982426	URBAN CLIMBER MAGAZINE

CH $540.00 85590995

Registration Number:	3668460	YACHTS INTERNATIONAL
Registration Number:	4053529	YOGA JOURNAL IPRACTICE
Serial Number:	85541070	YOGANOW
Registration Number:	4034940	BOATQUEST.COM
Serial Number:	85423477	MYBOATSHOW
Registration Number:	4061666	ST. PETERSBURG POWER & SAILBOAT SHOW
Registration Number:	3992116	SUNCOAST BOAT SHOW

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:	08/23/2013

Total Attachments: 8

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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 December 31, 2012, 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, and as further amended by a certain Fifth Amendment to and Reaffirmation of 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 July 15, 2011.

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]

TRADEMARK
REEL: 005097 FRAME: 0069

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

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 CALIF)
COUNTY OF LA)

In El Segundo on this 20 day of Dec, 2012, before me personally appeared Brian Sullstrom, the Sr. Vice President of Cruz Bay Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he 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.

Heidi Maniaci
Notary Public
Print Name: HEIDI MANIACI
My Commission expires: July 1, 2014

[SIGNATURES CONTINUED ON NEXT PAGE]

STATE OF New Jersey)
COUNTY OF Essex)

In Livingston on this 20th day of December, 2012, before me personally appeared Donald T. [illegible], 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/her executed to be his/her 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 12/09/2015

Notary Public
Print Name: JAMES ERWIN
My Commission expires: 12/9/2015

[Cruz Bay – Trademark Security Agreement]

AM 17875611.1

SCHEDULE A

TRADEMARKS

Trademark	Appl. No/ Reg. No.	Appl. Date/ Reg. Date
ADVENTURES DENVER	85/590,995	04/06/2012
CLIMBING	2,261,248	07/13/1999
CLIMBING	2,239,935	04/13/1999
CLIMBING	85/146,012	10/06/2010
EQUINE NETWORK	2,169,554	06/30/1998
EQUISEARCH	2,216,471	01/05/1999
FOODIE AWARDS	85/676,139	07/13/2012
GEARFINDER	3,615,092	05/05/2009
GEARTRENDS	2,423,355	01/23/2001
LIVE BETTER NATURALLY and Design	85/704,167	08/15/2012
LOG HOME LIVING (Canada)	TMA646,818	08/29/2005
SNEWS	2,768,837	09/30/2003
THE BOX	85/584,894	03/30/2012
THE BOX (Logo)	85/657,989	06/21/2012
URBAN CLIMBER MAGAZINE	2,982,426	08/02/2005
YACHTS INTERNATIONAL	3,668,460	08/18/2009
YOGA JOURNAL iPRACTICE	4,053,529	11/08/2011
YOGA JOURNAL Stylized (Japan)	5,094,388	11/22/2007
YOGA NOW	85/541,070	02/13/2012
BOATQUEST.COM	4,034,940	10/04/2011
MY BOAT SHOW	85/423,477	09/15/2011
ST. PETERSBURG POWER & SAILBOAT SHOW	4,061,666	11/22/2011
SUNCOAST BOAT SHOW	3,992,116	07/12/2011