

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.		08/22/2013	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: 3

Property Type	Number	Word Mark
Registration Number:	2006139	MUSCLEMAG INTERNATIONAL
Registration Number:	2010046	
Registration Number:	3494214	CLEAN EATING

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
 Address Line 1: 111 Huntington Avenue
 Address Line 2: Edwards Wildman Palmer LLP
 Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23266.0215
NAME OF SUBMITTER:	Kristine L Ouimet

CH \$90.00 2006139

Signature:	/Kristine L Ouimet/
Date:	10/07/2013
Total Attachments: 7 source=Trademark Security Agreement (08-22-2013)#page1.tif source=Trademark Security Agreement (08-22-2013)#page2.tif source=Trademark Security Agreement (08-22-2013)#page3.tif source=Trademark Security Agreement (08-22-2013)#page4.tif source=Trademark Security Agreement (08-22-2013)#page5.tif source=Trademark Security Agreement (08-22-2013)#page6.tif source=Trademark Security Agreement (08-22-2013)#page7.tif	

**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 22, 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 May 31, 2013, and as further amended by a certain Second Amendment to Amended and Restated First Lien Loan Agreement and Seventh Amendment to 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 May 31, 2013.

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.

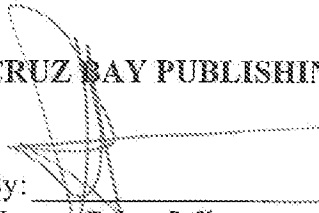
6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

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: 
Name: Brian Sellstrom
Title: Senior Vice President

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

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

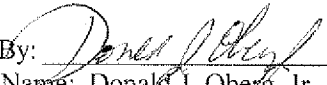
[Cruz Bay – Trademark Security Agreement]

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Name: Brian Sellstrom
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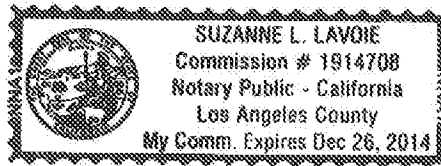
[Cruz Bay – Trademark Security Agreement]

STATE OF California)
COUNTY OF Los Angeles)

In El Segundo on this 21st day of August, 2013, before me personally appeared Brian Sellstrom, the SVP 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.

Suzanne L. Lavoie
Notary Public
Print Name: Suzanne L. Lavoie
My Commission expires: 12/26/14

[SIGNATURES CONTINUED ON NEXT PAGE]



[Cruz Bay -- Trademark Security Agreement]

SCHEDULE A

TRADEMARKS

Trademark	Application No/ Registration No	Application Date/ Registration Date
MUSCLEMAG INTERNATIONAL DESIGN	2,006,139	10/8/1996
BICEPS & MAN DESIGN	2,010,046	10/22/1996
CLEAN EATING	3,494,214	8/26/2008