

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
Forbes Media LLC		09/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Partners Fund LP (as Administrative Agent)		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85953837	BRANDVOICE	
Serial Number:	86047924	FORBES WINE CLUB	
Serial Number:	86048140	FORBES WINE CLUB	
CORRESPONDENCE DATA			
Fax Number:	3128990366		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3124565202		
Email:	silvermanh@gtlaw.com		
Correspondent Name:	Howard E. Silverman		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 3100		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	123042.010200		

CH \$90.00 85953837

NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	10/23/2013
Total Attachments: 4 source=Forbes-Monroe#page1.tif source=Forbes-Monroe#page2.tif source=Forbes-Monroe#page3.tif source=Forbes-Monroe#page4.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (this "Amendment") is made as of this 24th day of September, 2013, by and among FORBES MEDIA LLC, and the other Persons listed on the signature pages hereof (each, a "Grantor"), and MONROE CAPITAL PARTNERS FUND LP, in its capacity as administrative agent (together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Security Agreement described below). Capitalized terms used herein without definition are used as defined in the Security Agreement (as defined in the Security Agreement described below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of July 31, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Security Agreement"), made by the Grantors in favor of the Administrative Agent, each Grantor has, among other things, granted to the Administrative Agent a security interest in and lien on the Trademark Collateral;

WHEREAS, pursuant to the terms of the Credit Agreement and the Collateral Agreement, if any Grantor obtains any rights to any new Trademarks, such Grantor shall execute an amendment to the Security Agreement with respect thereto; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Amendment. Schedule I attached to the Security Agreement is hereby amended by adding thereto the trademark application listed on Schedule A hereto, which shall be part of the Trademark Collateral and subject to the security interest and lien granted by each Grantor in favor of the Administrative Agent for the benefit of the Secured Parties.


Section 2. Supplement; No Novation. This Amendment is a supplement to the Security Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Security Agreement shall continue in full force and effect without modification thereto.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

FORBES MEDIA LLC

as Grantor

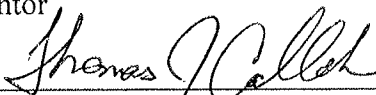
By: 

Name: Maria Rosa Cartolano

Title: General Counsel

FORBES LLC

as Grantor

By: 

Name: Thomas J. Callahan

Title: Chief Financial Officer

MONROE CAPITAL PARTNERS FUND LP

as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

FORBES MEDIA LLC
as Grantor

By: _____
Name: _____
Title: _____

FORBES LLC
as Grantor

By: _____
Name: _____
Title: _____

MONROE CAPITAL PARTNERS FUND LP
as Administrative Agent

By: _____
Name: Alex Franky
Title: Managing Director

SCHEDULE A

SUPPLEMENT TO SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
85/953,837	---	BRANDVOICE	US	Forbes LLC
86/047,924	----	FORBES WINE CLUB	US	Forbes LLC
86/048,140	-----	FOREBS WINE CLUB (LOGO)	US	Forbes LLC

Signature page to First Amendment to Trademark Security Agreement

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