

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keepsake Quilting, Inc.		03/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	600 East Las Colinas Blvd.		
Internal Address:	Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Banking Corporation: United States: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3217688	KEEPSAKE QUILTING	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-241-2324		
Email:	lkrafte@whe-law.com		
Correspondent Name:	Lori Krafte		
Address Line 1:	441 Vine Street, 2700 Carew Tower		
Address Line 2:	Wood Herron & Evans LLP		
Address Line 4:	Cincinnati, OHIO 45202-2917		
NAME OF SUBMITTER:	Lori Krafte		
SIGNATURE:	/Lori Krafte/		
DATE SIGNED:	03/20/2014		
Total Attachments: 6			
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TRADEMARK

GRANT OF SECOND LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 3, 2014 is made by KEEPSAKE QUILTING, INC., a Delaware corporation (the "Additional Grantor"), in favor of THE BANK OF NEW YORK MELLON, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Purchasers"), parties to the Note Purchase Agreement referred to below.

WITNESSETH:

WHEREAS, New Publishing Holdings, Inc. ("Holdings"), F+W Media, Inc. (the "Issuer"), the Purchasers, and the Agent have entered into a Note Purchase Agreement, dated as of June 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement");

WHEREAS, in connection with the Note Purchase Agreement, Holdings, the Issuer and certain of its Affiliates (other than the Additional Grantor) have entered into the Second Lien Guarantee and Collateral Agreement, dated as of June 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Agent for the benefit of the Purchasers;

WHEREAS, Section 4.10(c) of the Note Purchase Agreement requires the Additional Grantor to become a party to the Second Lien Guarantee and Collateral Agreement and, accordingly, the Additional Grantor has become a party to the Second Lien Guarantee and Collateral Agreement by executing and delivering an Assumption Agreement dated as of March 3, 2014 (the "Assumption Agreement");

WHEREAS, pursuant to the Assumption Agreement, the Additional Grantor pledged and granted to the Agent for the benefit of the Agent and the Purchasers a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchasers to make loans and other financial accommodations to the Issuer pursuant to the Note Purchase Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Purchasers, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Note Purchase Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby grants a continuing security interest in all of the Additional Grantor's right, title and interest in, to and

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under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Purchasers to secure the prompt and complete payment and performance when due of the Obligations. Notwithstanding the foregoing, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Trademark Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and with the Canadian Intellectual Property Office, as the case may be. The security interest granted hereby has been granted to the Purchasers in connection with the Assumption Agreement and the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Assumption Agreement and the Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Purchasers thereunder) shall remain in full force and effect in accordance with their terms.

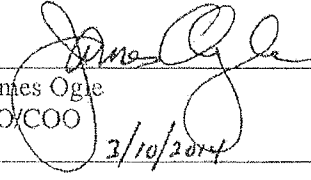
SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Second Lien Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

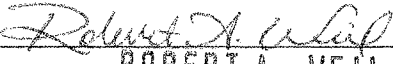
SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KEEPSAKE QUILTING, INC.

By: 
Name: James Ogle
Title: CFO/COO
Date: 3/10/2014

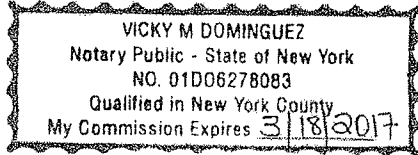
THE BANK OF NEW YORK MELLON,
as Administrative Agent for the Purchasers

By: 
Name: ROBERT A. WEIL
Title: VICE PRESIDENT
Date: 03/14/2014

ACKNOWLEDGEMENT OF ADDITIONAL GRANTOR

STATE OF New York)
COUNTY OF New York)^{SS}

On the 10th day of March, 2014, before me personally came Jama Dom, who is personally known to me to be the CFO of KEEPSAKE QUILTING, INC., a Delaware corporation, who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



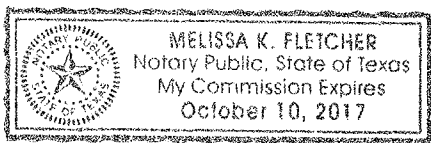
Vicky Dominguez
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGEMENT OF ADMINISTRATIVE AGENT

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 14th day of March, 2014, before me personally came Robert Weil, who is personally known to me to be the Vice President of THE BANK OF NEW YORK MELLON, a New York banking corporation, who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Melissa K. Fletcher
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Keepsake Quilting, Inc.

Mark	Country	Application Serial No.	Registration No.
KEEPSAKE QUILTING	U.S.	78/880,191	3217688

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