TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299855

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crafts Media, LLC		03/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Macquarie US Trading LLC
Street Address:	125 West 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3345477	FONS&PORTER
Registration Number:	2928957	FONS & PORTER'S
Registration Number:	1954856	FOR THE LOVE OF QUILTING
Registration Number:	2501017	KLUTZ GLOVE
Registration Number:	2873863	LOVE OF QUILTING
Registration Number:	2504307	LOVE OF QUILTING
Registration Number:	3669972	QUILTERS CLUB OF AMERICA
Registration Number:	3581600	QUILTERS CLUB OF AMERICA
Serial Number:	85337807	QUILTY
Serial Number:	85339318	QUILTY

OP $265.00 3345477

CORRESPONDENCE DATA

Fax Number:

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

Phone: 513-241-2324
Email: lkrafte@whe-law.com
Correspondent Name: Lori Krafte
Address Line 1: Wood Herron & Evans LLP
Address Line 2: 441 Vine Street, 2700 Carew Tower
Address Line 4: Cincinnati, OHIO 45202-2917

NAME OF SUBMITTER:	Lori Krafte
SIGNATURE:	/Lori Krafte/
DATE SIGNED:	04/01/2014

Total Attachments: 4
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GRANT OF FIRST LIEN
SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS** ("Agreement"), effective as of March 12, 2014 is made by **CRAFTS MEDIA, LLC**, a Delaware limited liability company, located at 38 E. 29th St., New York, NY 10016 ("Crafts Media"), as Additional Grantor, in favor of **MACQUARIE US TRADING LLC**, a limited liability company, located at 125 West 55th Street, New York, NY 10019, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 9, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among New Publishing Holdings, Inc. ("Holdings"), F+W Media, Inc. (the "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of July 9, 2013, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, Section 5.9 of the Credit Agreement requires, Crafts Media, as an additional grantor, to become a party to the Guarantee and Collateral Agreement and, accordingly, to pledge and grant to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Crafts Media 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Crafts Media agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION I. 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Crafts Media hereby grants a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure the prompt and complete payment and performance when due of the Obligations. Notwithstanding the foregoing, this Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-

use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, 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 Crafts Media for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Crafts Media does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the 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.

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.

CRAFTS MEDIA, LLC

By: _____
Name: James Ogle
Title: Chief Financial Officer

MACQUARIE US TRADING LLC
as Administrative Agent for the Lenders

By: _____
Name:
Title:

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use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

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CRAFTS MEDIA, LLC

By: _____
Name: James Ogle
Title: Chief Financial Officer

MACQUARIE US TRADING LLC
as Administrative Agent for the Lenders

By: _____
Name: Robert M. Perdock
Title: Managing Director

By: _____
Name: Anita Chiu
Title: Associate Director

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Schedule A

CRAFTS MEDIA, LLC

Mark	Country	Application Serial No.	Registration No.
FONS & PORTER	U.S.	78/706,495	3,345,477
FONS & PORTER'S	U.S.	78/377,454	2,928,957
FOR THE LOVE OF QUILTING	U.S.	74/644,805	1,954,856
KLUTZ GLOVE	U.S.	75/941,250	2,501,017
LOVE OF QUILTING	U.S.	76/529,245	2,873,863
LOVE OF QUILTING	U.S.	76/182,486	2,504,307
QUILTERS CLUB OF AMERICA & Design Quilters CLUB OF AMERICA	U.S.	77/262,690	3,669,972
QUILTERS CLUB OF AMERICA & Design Quilters CLUB OF AMERICA	U.S.	77/976,419	3,581,600
QUILTY	U.S.	85/337,807	
QUILTY & Design quilty	U.S.	85/339,318	

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