

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		05/01/2014	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	F+W Media, Inc.		
Street Address:	10151 Carver Road		
City:	Blue Ash		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3794932	MAKE TIME FOR YARN EVERY DAY	
Registration Number:	4128976	MAKE TIME FOR YARN EVERY DAY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	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:	06/19/2014		
Total Attachments: 3			
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OP \$65.00 3794932

RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS (“Release”) is made as of May 1, 2014 (“Effective Date”), by and between THE BANK OF NEW YORK MELLON, as Administrative Agent (“Administrative Agent”), for the several banks and other financial institutions (the “Purchasers”) parties to the Note Purchase Agreement dated as of June 9, 2010, with New Publishing Holdings, Inc., and F+W Media, Inc. (“F+W Media”).

WHEREAS, pursuant to the terms and conditions of that certain Grant of Second Lien Security Interest in Trademark Rights, effective as of October 24, 2012, Aspire Media, LLC, as an additional grantor (the “Additional Grantor”) pledged and granted to Administrative Agent and the Purchasers a security interest in and to all of Additional Grantor’s right, title, and interest in and to all of the Trademarks of Additional Grantor, including without limitation those items listed on Schedule A hereto (collectively, the “Trademark Collateral”);

WHEREAS, the Grant of Second Lien Security Interest in Trademark Rights was recorded in the United States Patent and Trademark Office at Reel 4913 and Frame 0770;

WHEREAS, Additional Grantor was subsequently merged into F+W Media and a Certification of Merger was recorded with the United States Patent and Trademark Office; and

WHEREAS, F+W Media has requested that the Administrative Agent release its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby releases any and all security interests or liens it has against the Trademark Collateral.

Administrative Agent shall, at F+W Media’s expense, take all further actions, and provide to F+W Media, its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments in form and substance satisfactory to the party executing the same) reasonably requested by F+W Media to more fully and effectively effectuate the purposes of this Release.

* * *

SCHEDULE A (Aspire Media, LLC)

U.S. Trademark Registrations and Applications

COUNTRY	TRADEMARK	Serial No.	Reg. No.	STATUS
U.S.A.	MAKE TIME FOR YARN EVERY DAY	77979,197	3,794,932	Registered
U.S.A.	MAKE TIME FOR YARN EVERY DAY	77461,090	4,128,976	Registered

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TRADEMARK
REEL: 004913 FRAME: 0777

TRADEMARK
REEL: 005305 FRAME: 0380