# OP \$40.00 3217688

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM308266

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		06/13/2014	Banking Corporation: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Keepsake Quilting, Inc.	
Street Address:	10151 Carver Road	
City:	Blue Ash	
State/Country:	ОНЮ	
Postal Code:	45242	
Entity Type:	CORPORATION: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3217688	KEEPSAKE QUILTING

### CORRESPONDENCE DATA

Fax Number:

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.

**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:	06/20/2014

**Total Attachments: 3** 

source=RELEASE#page1.tif source=RELEASE#page2.tif source=RELEASE#page3.tif

TRADEMARK REEL: 005306 FRAME: 0740

# RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS ("Release") is made as of June \_\_\_, 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 March 3, 2014, Keepsake Quilting, Inc., 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 5240 and Frame 0507;

WHEREAS, Additional Grantor 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 Additional Grantor's expense, take all further actions, and provide to Additional Grantor, 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 Additional Grantor to more fully and effectively effectuate the purposes of this Release.

с **ж** ф

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

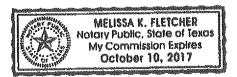
THE BANK OF NEW YORK MELLON, as Administrative Agent

Title:

ACKNOWLEDGEMENT OF ADMINISTRATIVE AGENT

STATE OF TEXAS ) COUNTY OF DALLAS

On the 13th day of June, 2014, before me personally came Melinda Valentine, 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.



# SCHEDULE A

# Keepsake Quilting, Inc.

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

TRADEMARK REEL: 005306 FRAME: 0743

RECORDED: 06/20/2014