

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308266

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon		06/13/2014	Banking Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keepsake Quilting, Inc.		
<b>Street Address:</b>	10151 Carver Road		
<b>City:</b>	Blue Ash		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45242		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3217688	KEEPSAKE QUILTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	513-241-2324		
<b>Email:</b>	lkrafte@whe-law.com		
<b>Correspondent Name:</b>	Lori Krafte		
<b>Address Line 1:</b>	Wood Herron & Evans LLP		
<b>Address Line 2:</b>	441 Vine Street, 2700 Carew Tower		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202-2917		
<b>NAME OF SUBMITTER:</b>	Lori Krafte		
<b>SIGNATURE:</b>	/Lori Krafte/		
<b>DATE SIGNED:</b>	06/20/2014		
<b>Total Attachments: 3</b>			
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**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.

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SCHEDULE A

Keepsake Quilting, Inc.

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