

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curtco Robb Media, LLC		11/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Robb Media Intermediate Holdings, LLC		
Street Address:	29160 Heathercliff Road, Suite 200		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86395399	WATCH COLLECTOR	
Serial Number:	86234414	ROBB REPORT HEALTH & WELLNESS	
Serial Number:	86234342	ROBB REPORT HOME & STYLE	
Serial Number:	86430475	ROBB REPORT COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2485668531		
	<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:	248-566-8530		
Email:	tmdocketing@honigman.com		
Correspondent Name:	Honigman Miller Schwartz and Cohn, LLP		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	223119-353013		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	11/26/2014		
Total Attachments: 5			
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This Agreement is subject to and governed by the terms of a certain Subordination Agreement, dated November 25, 2014, by and among Flagstar Bank, FSB, Robb Media Intermediate Holdings, LLC and CurtCo Robb Media, LLC, the provisions of which (including any present and future amendments) are incorporated herein and by this reference made a part hereof.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 25, 2014, by CURTCO ROBB MEDIA, LLC, a Delaware limited liability company (“Grantor”), in favor of ROBB MEDIA INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, as lender (“Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties (as defined therein) that may become party thereto and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, pursuant to the Amended and Restated Security Agreement, dated as of May 3, 2012, between Grantor and General Electric Capital Corporation, a Delaware corporation, in its capacity as agent for Lenders (as defined in the Existing Credit Agreement, as such term is defined in the Credit Agreement), which such agreement was assigned to Robb Media Investors, LLC and subsequently assigned to the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a Lien upon all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

(a) (i) all trademarks, trade names, corporate names, business names, trade dress, service marks, logos or other source or business identifiers (whether registered or unregistered), all registrations and recording thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state or territory thereof, or any other country or any political subdivision thereof, including those referred to on Schedule I hereto; (ii) all reissues, extensions or renewals thereof; (iii) all goodwill of the business connected with the use of or symbolized by any of the foregoing; and (iv) all applicable IP Ancillary Rights related to the foregoing;

(b) any and all rights under any written agreement now owned or hereafter acquired by Grantor (whether registered or otherwise), including all applicable IP Ancillary Rights related to the foregoing covered by such written agreement, including those referred to on Schedule I hereto; and

(c) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include (y) any lease, license, contract, property right or agreement to which Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall validly constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (in the case of each of clauses (i) and (ii) of the foregoing, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity) or (z) any applications for trademarks or service marks filed in the United States Patent and Trademark Office pursuant to Section 1(b) of 15 U.S.C. §1051, unless and until evidence of such mark's use in interstate commerce is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of 15 U.S.C. §1051.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens granted to Lender, as assignee, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Lender, electronic means, all of which shall be equally valid.

5. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK (INCLUDING §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT OTHERWISE WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS) SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST).

[signature page follows]

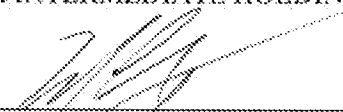
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CURTCO ROBB MEDIA, LLC

By: 
Name: WILLIAM J. CURTIS
Title: CHIEF EXECUTIVE OFFICER

ACCEPTED AND ACKNOWLEDGED BY:

ROBB MEDIA INTERMEDIATE HOLDINGS, LLC

By: 
Name: WILLIAM J. CURTIS
Title: CHIEF EXECUTIVE OFFICER

[Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
WATCH COLLECTOR	U.S.	86/395399	9/15/2014	N/A	N/A
ROBB REPORT HEALTH & WELLNESS	U.S.	86/234414	3/27/2014	N/A	N/A
ROBB REPORT HOME & STYLE	U.S.	86/234342	3/27/2014	N/A	N/A
ROBB REPORT COLLECTION	U.S.	86/430475	10/21/2014	N/A	N/A