

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APG Media of Chesapeake, LLC		03/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	1680 Capital One Drive		
City:	Mclean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	UNINC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77884103	THE BARGAINEER	
CORRESPONDENCE DATA			
Fax Number:	6123751143		
<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:	612-904-5621		
Email:	aek@kskpa.com		
Correspondent Name:	Allison Koschnick		
Address Line 1:	90 South Seventh Street		
Address Line 2:	Suite 5500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Allison Koschnick		
SIGNATURE:	/Allison Koschnick/		
DATE SIGNED:	01/20/2015		
Total Attachments: 4			
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OP \$40.00 77884103

**TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 13, 2014, by APG MEDIA OF CHESAPEAKE, LLC, a Delaware limited liability company ("Debtor"), to and with CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, as administrative agent (the "Administrative Agent") for itself and the lenders party to the Credit Agreement (defined below), and other Persons which are now or hereafter become Secured Parties under, or as defined in, the Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor is a guarantor under the terms of, or in respect to Obligations described in, that certain Credit and Guaranty Agreement, dated as of March 13, 2014 (as amended, modified, restated, or supplemented from time to time, the "Credit Agreement") by and among Adams Publishing Group, LLC, a Delaware limited liability company, as Borrower, Debtor, as a Guarantor, certain other Guarantors from time to time party thereto, the lenders from time to time party thereto and the Administrative Agent.

B. Debtor has executed and delivered to the Lender a certain Security Agreement of even date herewith, as the same may be amended, renewed, reaffirmed, restated, supplemented, modified or extended from time to time (the "Security Agreement") by and among the Loan Parties, as debtors, and the Lender, as secured party.

C. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement (including in the Recitals set forth above) shall have the meanings ascribed to them in the Credit Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Credit Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. **Security Interest.** As security for the Obligations, Debtor hereby grants to the Lender a continuing security interest in and lien on all of such Debtor's right title and interest, whether now existing or hereafter arising or acquired, in and to the Trademarks (as defined in the Security Agreement), including but not limited to the Trademark applications listed on Exhibit A attached hereto (the "Collateral"). Debtor hereby requests that the U.S. Commissioner of Patents

and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

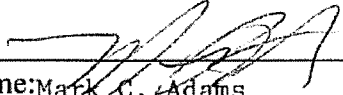
3. **Incorporation by Reference.** Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party hereto as if the document were a manually signed original and (ii) will be binding on each party hereto for all purposes.

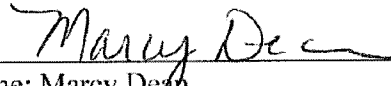
[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

APG MEDIA OF CHESAPEAKE, LLC

By: 
Name: Mark C. Adams
Title: Chief Executive Officer

**CAPITAL ONE, NATIONAL
ASSOCIATION**

By: 
Name: Marey Dean
Title: Senior Vice President

(Signature page to Trademark Security Agreement)

EXHIBIT A

Trademarks

Debtor	Country	Trademark	Application/ Registration Number	Filing Date
APG MEDIA OF CHESAPEAKE, LLC	USA	The Bargaineer	77884103	December 2, 2009

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