

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446429

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Publishers Press, LLC		10/06/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	191 N Wacker Drive		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5030893	INKWORTHY	
<b>Registration Number:</b>	4280975	THE MAGAZINE CHANNEL	
<b>Registration Number:</b>	3747549	PICA	
<b>Registration Number:</b>	3204448	PUBXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>	212-558-4229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco		
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/		
<b>DATE SIGNED:</b>	10/09/2017		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of October 6, 2017, by Publishers Press, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as trustee and collateral agent pursuant to the Indenture (in such capacities, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral. “**Trademark Collateral**” shall mean the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Trademarks of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Intercreditor Agreement. Notwithstanding any other provision contained herein, this Trademark Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form evidencing the release of the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

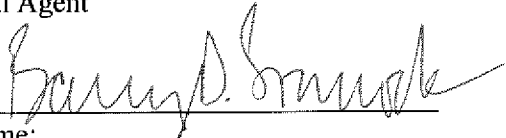
hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Signatures of the parties hereto transmitted by facsimile or PDF which may be used in lieu of the originals shall be deemed to be their original signatures for all purposes.

[Signature pages follow.]

Publishers Press, LLC

By:   
Name: Janet Halpin  
Title: Treasurer

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,  
as Collateral Agent**

By:   
Name: Barry D. Somrock  
Title: Vice President

**Schedule I**  
**Trademark Registrations and Use Applications**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Publishers Press, LLC	5030893	INKWORTHY
Publishers Press, LLC	4280975	THE MAGAZINE CHANNEL
Publishers Press, LLC	3747549	PICA
Publishers Press, LLC	3204448	PUBXPRESS

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
None		