

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459475

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AC BUSINESS MEDIA INC.		01/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	330 East Kilbourn Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4468084	GREEN INDUSTRY PROS	
Registration Number:	1632347	PRO	
Registration Number:	3598170	SNOW PRO	
Registration Number:	3576152	WALKER TALK	
Registration Number:	4067256	YARD & GARDEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	414-298-8185		
Email:	tadmin@reinhardt.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Daniel E. Kattman		
SIGNATURE:	/dek/		
DATE SIGNED:	01/25/2018		
Total Attachments: 4			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

January 9, 2017

WHEREAS, AC BUSINESS MEDIA INC., a Delaware corporation (the "Grantor"), having its chief executive office at 1233 Janesville Avenue, Fort Atkinson, WI 53538, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having offices at 330 East Kilbourn Avenue, Milwaukee, WI 54202 (the "Bank") desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to the Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of August 11, 2014, by and between the Grantor and the Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants to the Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A (provided that no security interest shall be granted in U.S. intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement

or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Bank and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of the Bank have been terminated, the Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by the Bank to any such obligation is or must be rescinded or returned by the Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by the Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to the Bank under the Security Agreement, the terms and provisions of which are incorporated herein by reference. The rights and remedies of the Bank with respect to the security interest granted herein are expressly subject to the terms and conditions of the Security Agreement and do not create any additional rights or obligations for any party. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

GRANTOR:

AC BUSINESS MEDIA INC.

By: [Signature]
Name: Anil Narang
Title: Chairman

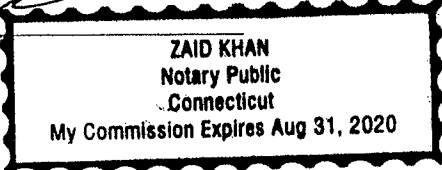
BANK:

ASSOCIATED BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Viktor R. Gottlieb
Title: Vice President

STATE OF Connecticut)
COUNTY OF Fairfield) ss.:

On this 6 day of January, 2017 before me personally came Anil Narang who, being by me duly sworn, did state as follows: that he is Chairman of the Grantor, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said company.

[Signature]
Notary Public 

STATE OF WISCONSIN)
) ss.:
COUNTY OF MILWAUKEE)

On this _____ day of January, 2017 before me personally came Viktor R. Gottlieb who, being by me duly sworn, did state as follows: that he is a Vice President of Associated Bank, National Association, that he is authorized to execute the foregoing Security Interest on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Notary Public

SCHEDULE A

Client/ Matter No.:	Country	Trademark	Owner	Application No.	Filing Date	Reg Number	Reg Date	Class	Trademark Status	Renewal Date	Date of First Use
522379-0423971	US	GREEN INDUSTRY PROS	CYGNUS BUSINESS MEDIA, INC.	86/002956	5-Jul-13	4468084	14-Jan-14	16, 44	Registered	14-Jan-20	1-Mar-09
522379-0395416	US	PRO	CYGNUS BUSINESS MEDIA, INC.	85/315614	23-Apr-90	1632347	22-Jan-91	16	Registered	22-Jan-21	
522379-0373471	US	SNOW PRO	CYGNUS PUBLISHING, LLC	77/552897	21-Aug-08	3598170	31-Mar-09	16	Registered	31-Mar-19	
522379-0373472	US	WALKER TALK YARD &	PUBLISHING, LLC CYGNUS BUSINESS	77/552919	21-Aug-08	3576152	17-Feb-09	16	Registered	17-Feb-19	
522379-0395417	US	GARDEN	MEDIA, INC.	85/315598	9-May-11	4067256	6-Dec-11	16	Registered	6-Dec-17	1984