

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Krause Publications, Inc.		03/25/2009	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	Credit Suisse, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3354569	ANTIQUES & COLLECTIBLES JOURNAL
Registration Number:	3553716	COMICS & GAMES RETAILER
Registration Number:	3293878	COMICS BUYER'S GUIDE
Registration Number:	3324175	COMICS BUYER'S GUIDE
Registration Number:	3260515	COTTON & QUAIL ANTIQUE GAZETTE
Registration Number:	3229797	FRAME BUILDING NEWS
Registration Number:	3285425	GD
Registration Number:	3284836	GUN DIGEST
Registration Number:	3236919	METAL ROOFING MAGAZINE
Registration Number:	3285264	MILITARY TRADER
Registration Number:	3093971	NFFC NATIONAL FANTASY FOOTBALL CHAMPIONSHIP
Registration Number:	3386920	NUMISMASTER
Registration Number:	3550217	NUMISMASTER.COM
Serial Number:	77252121	NUMISMASTER.COM

OP \$390.00 3354569

Registration Number:

3229943

RURAL BUILDER

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/1137

NAME OF SUBMITTER:

Mindy M. Lok

Signature:

/ml/

Date:

03/30/2009

Total Attachments: 8

source=KrPCSTSI#page1.tif

source=KrPCSTSI#page2.tif

source=KrPCSTSI#page3.tif

source=KrPCSTSI#page4.tif

source=KrPCSTSI#page5.tif

source=KrPCSTSI#page6.tif

source=KrPCSTSI#page7.tif

source=KrPCSTSI#page8.tif

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 25, 2009 is made by Krause Publications, Inc., a Wisconsin corporation, located at 700 East State Street, Iola, WI 54990 (the "Grantor"), in favor of Credit Suisse, a Swiss corporation, located at Eleven Madison Avenue, OMA-2, New York, NY 10010, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 5, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among New Publishing Acquisition, Inc. (now known as F+W Media, Inc., which was formerly known as F&W Publications, Inc.) (the "Borrower"), New Publishing Holdings, LLC, the Lenders, the Agent, and JPMorgan Chase Bank, N.A. as syndication agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries and related entities, including Grantor, have executed and delivered a Guarantee and Collateral Agreement, dated as of August 5, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a second lien, continuing security interest in all Intellectual Property that Grantor now owns or acquires any right, title or interest to in the future, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and

convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

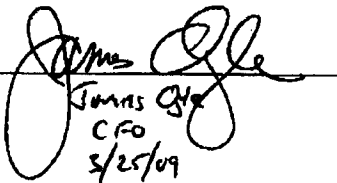
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KRAUSE PUBLICATIONS, INC.

By: 
Name: James G.
Title: CFO
Date: 5/25/09

CREDIT SUISSE, Cayman Islands Branch,
as Administrative Agent for the Lenders

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

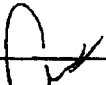
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

KRAUSE PUBLICATIONS, INC.

By: _____
Name:
Title:
Date:

**CREDIT SUISSE, Cayman Islands Branch,
as Administrative Agent for the Lenders**

By: _____
Name: 
Title: **JUDITH E. SMITH
DIRECTOR**
Date:

By: _____
Name: 
Title: **Shaheen Malik
Vice President**
Date:

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
ANTIQUES & COLLECTIBLES JOURNAL	3,354,569
COMICS & GAMES RETAILER	3,553,716
COMICS BUYER'S GUIDE	3,293,878
COMICS BUYER'S GUIDE AND DESIGN	3,324,175
COTTON & QUAIL ANTIQUE GAZETTE	3,260,515
FRAME BUILDING NEWS	3,229,797
GD AND DESIGN	3,285,425
GUN DIGEST	3,284,836
METAL ROOFING MAGAZINE	3,236,919
MILITARY TRADER	3,285,264
NFFC NATIONAL FANTASY FOOTBALL CHAMPIONSHIP AND DESIGN	3,093,971
NUMISMASTER	3,386,920
NUMISMASTER.COM AND DESIGN	3,550,217
NUMISMASTER.COM AND DESIGN	77/252,121
RURAL BUILDER	3,229,943