

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Sandow Media, LLC		05/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VSS Mezzanine Partners, L.P., as Administrative Agent		
<b>Street Address:</b>	55 East 52nd Street, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10055		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2461751	GEN ART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	800-927-9801 x2348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Co.- J. Paterson		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	803518-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>Signature:</b>	/jep/		
<b>Date:</b>	06/07/2011		

CH \$40.00 2461751

**Total Attachments: 8**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

SANDOW MEDIA, LLC

- Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 05/26/2011

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: VSS Mezzanine Partners, L.P., as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 55 East 52nd Street, 33rd Floor

City: New York

State: NY

Country: U.S.A.                              Zip: 10055

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship Delaware  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE 2 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal

Internal Address: \_\_\_\_\_

Street Address: 345 Park Avenue

City: New York

State: NY                              Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

06/06/2011

Date

Loukia Harris

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS Intellectual Property Security Agreement, dated as of May 26, 2011, is made by Sandow Media, LLC, a Delaware limited liability company ("Grantor"), in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Secured Note Purchase Agreement, dated as of November 13, 2007 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), among Sandow Media Holdings, Inc., Grantor, the other companies from time to time party thereto (together with Grantor, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, and the Purchasers have severally agreed to purchase the notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to a Guaranty and Security Agreement of November 13, 2007 in favor of the Administrative Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement; and

WHEREAS, Grantor acquired certain intellectual property from David R. Kittay, Trustee for Generational Art Productions Inc. ("Seller") pursuant to that certain Agreement of Sale dated as of November 30, 2010 entered into between Grantor and Seller.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in IP Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the ratable benefit of the Purchasers, and grants to the Administrative Agent for the ratable benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "IP Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the assets described in subsection (a) above;

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the assets described in subsection (a) and (b) above, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(d) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals and extensions of the assets described in subsection (d) above;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the assets described in subsections (d), (e) and (f) above, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Purchasers pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents, Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SANDOW MEDIA, LLC

By: 

Name: Chris Fabian

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,  
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By: \_\_\_\_\_

Name:

Title:

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SANDOW MEDIA, LLC

By: \_\_\_\_\_

Name: Chris Fabian


Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,  
as Administrative Agent

By: VSS Mezzanine, LLC, its general partner

By:  \_\_\_\_\_  
Name: Hal R. Greenberg  
Title: Co-Manager and  
Managing Director



SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations

DOMESTIC REGISTERED PATENTS / PATENT APPLICATIONS

<u>Patent</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>	<u>Status</u>
None			

SCHEDULE 2  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

DOMESTIC REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application/Registration Number</u>	<u>Application/Registration Date</u>	<u>Status</u>
GEN ART	2,461,751	06/19/2001	Registered