

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viva Group, Inc.		06/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	335 Madison Avenue
Internal Address:	Mail Code NY1-503-04-03
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: NORTH CAROLINA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76625543	FIND WHAT MOVES YOU
Serial Number:	78718978	GIGAMOVES
Serial Number:	78718985	GIGAMOVES
Serial Number:	78899310	
Serial Number:	78899320	
Serial Number:	78899328	
Serial Number:	78899333	
Serial Number:	76423384	RENT.COM
Serial Number:	85633381	GIGAMOVES
Serial Number:	85633371	RENT.COM
Serial Number:	85633363	RENT.COM

CORRESPONDENCE DATA

Fax Number: 2122253999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122252192
Email: acarew-watts@cgsh.com
Correspondent Name: Antonia Carew-Watts
Address Line 1: One Liberty Plaza
Address Line 2: Cleary Gottlieb Steen & Hamilton
Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Antonia Carew-Watts
Signature:	/Antonia Carew-Watts/
Date:	06/22/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2012 (this "Trademark Security Agreement") between VIVA GROUP, INC. ("VIVA GROUP") and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

Reference is made to the Pledge and Security Agreement dated as of July 13, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among PITTSBURGH HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), PITTSBURGH ACQUISITION, INC., a Delaware corporation (which on the Closing Date was merged with and into PRIMEDIA INC. (the "Company"), with the Company surviving such merger as the borrower (the "Borrower"), each of the Subsidiaries of the Borrower from time to time party thereto and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of July 13, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each other lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). Reference is made to the Stock Purchase Agreement dated as of March 22, 2012 by and between the Borrower and eBay INC. pursuant to which the Borrower purchased all of the issued and outstanding shares of capital stock of VIVA GROUP and VIVA GROUP became an affiliate of the Borrower. As an affiliate of the Borrower, VIVA GROUP will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, VIVA GROUP, pursuant to and in accordance with the Security Agreement, hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in all of VIVA GROUP's right, title and interest in or to any and all Trademarks (other than such Trademarks that constitute Excluded Assets), including those listed on Schedule I, now owned or at any time hereafter acquired by VIVA GROUP or in which VIVA GROUP now has or at any time in the future may acquire any right, title or interest and all proceeds or revenues related to the foregoing (collectively, the "Trademark Collateral").

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Obligations. The security interest granted hereby shall terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or

release herein or under the Security Agreement, execute and deliver to VIVA GROUP instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by VIVA GROUP to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. VIVA GROUP hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signatures on following page]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIVA GROUP, INC.

By: Kim R. Payne
Name: Kim R. Payne
Title: Senior Vice President

BANK OF AMERICA, N.A.,
as Administrative Agent

By:







Name: Joon Ko

Title: Vice President

SCHEDULE I

U.S. Trademarks Granted/Issued

Mark	Country	App No.	App Date	Reg No.	Reg Date
FIND WHAT MOVES YOU	United States	76/625543	27-Dec-2004	3099782	06-Jun-2006
GIGAMOVES	United States	78/718978	22-Sep-2005	3370383	15-Jan-2008
GIGAMOVES	United States	78/718985	22-Sep-2005	3424268	06-May-2008
	United States	78/899310	02-Jun-2006	3307048	09-Oct-2007
	United States	78/899320	02-Jun-2006	3222865	27-Mar-2007
	United States	78/899328	02-Jun-2006	3317845	23-Oct-2007
	United States	78/899333	02-Jun-2006	3222866	27-Mar-2007
RENT.COM	United States	76/423384	20-Jun-2002	2857033	22-Jun-2004

U.S. Trademark Applications

Mark	Country	App No.	App Date
	United States	85/633381	23-May-2012
 Rent.com Logo (front-facing)	United States	85/633371	23-May-2012
 Rent.com Logo (Vertical)	United States	85/633363	23-May-2012