

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		07/09/2013	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	F+W Media, Inc.		
Street Address:	10151 Carver Road		
City:	Blue Ash		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3794932	MAKE TIME FOR YARN EVERY DAY	
Registration Number:	4128976	MAKE TIME FOR YARN EVERY DAY	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-241-2324		
Email:	lkrafte@whe-law.com		
Correspondent Name:	Lori Krafte		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Lori Krafte		
Signature:	/Lori Krafte/		

OP \$65.00 3794932

Date:

07/16/2013

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (“Release”) is made as of July 9, 2013 (“Effective Date”), by and between The Bank of New York Mellon, a New York banking corporation located at 600 East Colinas Boulevard, Suite 1300, Irving, Texas 75039 (“Administrative Agent”), and F+W Media, Inc., a Delaware corporation located at 10151 Carver Road, Blue Ash, Ohio 45242 (“Grantor”).

Whereas, pursuant to the terms and conditions of that certain Grant of First Lien Security Interest in Trademark Rights by and between Grantor and Administrative Agent dated June 9, 2010, Grantor pledged and granted to Administrative Agent a continuing security interest in all of Grantor’s right, title, and interest in, to and under: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, domain names, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 6 of the Guarantee and Collateral Agreement (as defined in the Grant of First Lien Security Interest in Trademark Rights), and (ii) the right to obtain all renewals thereof (collectively, the “Trademarks”);

Whereas, this Grant of First Lien Security Interest in Trademark Rights was recorded with the United States Patent and Trademark Office on July 6, 2010, at Reel 004237, Frame 0343 et seq.;

Whereas, Interweave Press, LLC, as an Additional Grantor, pledged and granted to Administrative Agent a security interest in and to all of Additional Grantor’s right, title, and interest in and to all of the Trademarks of Interweave Press, LLC, and this Grant of First Lien Security Interest in Trademark Rights, dated October 24, 2012, was recorded with the United States Patent and Trademark Office on December 6, 2012, at Reel 004913, Frame 0931 et seq.;

Whereas, Aspire Media, LLC, as an Additional Grantor, pledged and granted to Administrative Agent a security interest in and to all of Additional Grantor’s right, title, and interest in and to all of the Trademarks of Aspire Media, LLC, and this Grant of First Lien Security Interest in Trademark Rights, dated October 24, 2012, was recorded with the United States Patent and Trademark Office on December 6, 2012, at Reel 004913, Frame 0795 et seq.; and

Whereas, Additional Grantors Interweave Press, LLC, and Aspire Media, LLC, were subsequently merged into F+W Media, Inc., and these mergers were recorded with the United

States Patent and Trademark Office on January 4, 2013, at Reel 004935, Frame 0649, and at Reel 004935, Frame 0615 et seq., respectively;

Whereas, Grantor has paid all of its outstanding indebtedness to Administrative Agent.

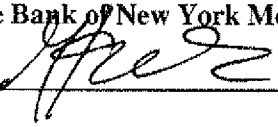
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates the Grant of First Lien Security Interest in Trademark Rights by Grantor and by Additional Grantors, and hereby grants, assigns, and conveys to Grantor, without recourse, representation, or warranty of any kind, all of its right, title, and interest in, to and under the Trademarks, and terminates, cancels, and releases any and all security interests or liens it has against the Trademarks.

Administrative Agent shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments, each of which shall be in form and substance acceptable to the party executing the same) reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * *

In witness whereof, Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

The Bank of New York Mellon, as Administrative Agent

By:  _____

Name: *Melinda Valentine*

Title: *Vice President*