

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: 42

Property Type	Number	Word Mark
Registration Number:	0855124	AMERICAN ARTIST
Registration Number:	3949537	ARTIST DAILY
Registration Number:	3812338	BEADING DAILY
Registration Number:	3223980	BEADWORK
Registration Number:	3167774	BEADWORK CREATES
Registration Number:	2979924	CLOTH PAPER SCISSORS
Registration Number:	2305443	COLORED STONE
Serial Number:	85565486	COLORWAYS
Registration Number:	3932803	CREATE WITH CLOTH PAPER SCISSORS
Registration Number:	3913611	DOODLEBEADS
Serial Number:	85565497	ENTREKNITS
Registration Number:	3219456	FIBERARTS
Registration Number:	4140224	FLOCKSHOP
Registration Number:	3221449	HANDWOVEN

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TRADEMARK

Registration Number:	2502940	INTERWEAVE
Registration Number:	4004775	INTERWEAVE BEAD FEST
Registration Number:	3196783	INTERWEAVE CROCHET
Registration Number:	3132581	INTERWEAVE PRESS KNITSCENE
Registration Number:	3191438	
Registration Number:	3167717	INTERWEAVE KNITS
Registration Number:	3949538	JEWELRY MAKING DAILY
Serial Number:	85657828	JEWELRY STRINGING
Registration Number:	3812337	KNITTING DAILY
Registration Number:	4072138	KNIT.WEAR
Registration Number:	2279016	LAPIDARY JOURNAL
Serial Number:	85565509	LIVEWIRE
Serial Number:	85658054	METALSMITH ESSENTIALS
Registration Number:	1814924	PIECEWORK
Registration Number:	4065905	PLEIN AIR PAINTING
Registration Number:	4089276	PLEIN AIR PAINTING
Registration Number:	2675735	QUILTING ARTS MAGAZINE
Registration Number:	4008325	QUILTING ARTS
Registration Number:	3893999	QUILT SCENE
Registration Number:	4008324	QUILTING ARTS IN STITCHES
Registration Number:	4027780	QUILTING ARTS MAGAZINE STITCH
Registration Number:	4144405	QUILTING DAILY
Serial Number:	85657820	SOCKUPIED
Registration Number:	3949286	SPINKNIT
Registration Number:	3090053	SPIN-OFF
Registration Number:	3005111	STRINGING
Registration Number:	2328212	TUCSON SHOW GUIDE
Registration Number:	3893785	WEEKEND WITH THE MASTERS

CORRESPONDENCE DATA

Fax Number: 5132416234

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

Phone: 513-241-2324

Email: lkrafte@whe-law.com

Correspondent Name: Lori Kraffe

Address Line 1: 441 Vine Street

TRADEMARK
REEL: 005070 FRAME: 0885

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Lori Krafte

Signature:

/Lori Krafte/

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.

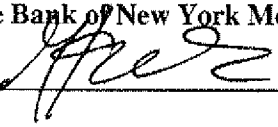
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby terminates the Grant of First Lien Security Interest in Trademark Rights by Grantor and by Additional Grantors, and hereby grants, assigns, and conveys to Grantor, 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*