

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437191

<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>
F+W Media, Inc.		07/31/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	21st Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85979904	CRAFT TREE	
<b>Serial Number:</b>	86485751	QUILTING IN AMERICA	
<b>Serial Number:</b>	86527244	CRAFT U	
<b>Serial Number:</b>	86695556	BEADING DAILY	
<b>Serial Number:</b>	87130170	KNITTING DAILY	
<b>Serial Number:</b>	87276673	ARTIST DAILY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	513-241-2324		
<b>Email:</b>	lkrafte@whe-law.com		
<b>Correspondent Name:</b>	Lori Krafte		
<b>Address Line 1:</b>	441 Vine Street		
<b>Address Line 2:</b>	2700 Carew Tower		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Lori Krafte		
<b>SIGNATURE:</b>	/Lori Krafte/		
<b>DATE SIGNED:</b>	07/31/2017		

OP \$165.00 85979904

**Total Attachments: 3**

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GRANT OF FIRST LIEN  
SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF FIRST LIEN SECURITY INTEREST IN TRADEMARK RIGHTS** ("Agreement"), effective as of May 24, 2017, is made by **F+W MEDIA, INC.**, a Delaware corporation, located at 10151 Carver Road, Blue Ash, Ohio 45242 ("Grantor"), in favor of **CORTLAND CAPITAL MARKET SERVICES LLC**, a Delaware limited liability company, located at 225 W. Washington St., 21<sup>st</sup> Floor, Chicago, Illinois 60606, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Amended and Restated Credit Agreement, dated as of July 9, 2013, and amended and restated as of May 24, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), among New Publishing Holdings, Inc. ("Holdings"), Grantor, the Lenders, and the Administrative Agent.

WITNESSETH:

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

WHEREAS, in connection with the Amended and Restated Credit Agreement, Grantor has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of July 9, 2013, and amended and restated as of May 24, 2017, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Amended and Restated Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, Grantor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, 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 Amended and Restated Credit Agreement, the Borrower agrees, for the benefit of the Administrative 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 Amended and Restated Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement.

**SECTION 2. Grant of Security Interest.** Grantor hereby grants a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure the prompt and complete payment and performance when due of the Obligations. Notwithstanding the foregoing, this Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C.

Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by 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 Amended and Restated Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Amended and Restated 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. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Amended and Restated Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Amended and Restated Guarantee and Collateral Agreement, the terms of the Amended and Restated Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered.

F+W MEDIA, INC.

By: 

Name: Thomas G. Bensce

Title: CEO

Date: 7/31/17

Schedule A

Trademarks

Serial No.	Reg. No.	Trademark
85979904	4416125	CRAFT TREE
86485751	4917052	QUILTING IN AMERICA
86527244	4804118	CRAFT U
86695556	4981527	BEADING DAILY
87130170	5137663	KNITTING DAILY
87276673	N/A	ARTIST DAILY