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To the Director of the U. S. Patent and Trademark Office

Attachments or Filing Address(es) Below

1.22.07

1. Name of conveying party(ies):

Kable News Company, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Illinois
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?

- Yes
- No

Name: LaSalle Bank National Association

Internal _____

Address: _____

Street Address: 135 S. LaSalle Street

City: Chicago

State: Illinois

Country: USA

Zip: 60603

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank 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)

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

Execution Date(s) January 16, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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)

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: Joseph C. Grayson, Esq. of Scott & Kraus, LLC

Internal Address: _____

Street Address: 150 S. Wacker Drive, Suite 2900

City: Chicago

State: Illinois

Zip: 60606

Phone Number: 312-327-1378

Fax Number: 312-327-1051

Email Address: jgrayson@skcounsel.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 4000.490

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

1-16-07

Date

02/23/2007 00000027 2362785

01 FC:6521
02 FC:6522

Joseph C. Grayson, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

1. Additional conveying parties:

- (a) KABLE MEDIA SERVICES, INC., a Delaware corporation;
- (b) KABLE DISTRIBUTION SERVICES, INC., a Delaware corporation;
- (c) KABLE NEWS EXPORT, LTD., a Delaware corporation;
- (d) KABLE NEWS INTERNATIONAL, INC., a Delaware corporation;
- (e) KABLE FULFILLMENT SERVICES, INC., a Delaware corporation;
- (f) KABLE FULFILLMENT SERVICES OF OHIO, INC., a Delaware corporation;
- (g) PALM COAST DATA HOLDCO, INC., a Delaware corporation; and
- (h) PALM COAST DATA, LLC, a Delaware limited liability company.

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Registered Trademarks, Trademark Applications and Trademark Licenses¹

MARK	APP./REG. #	OWNER
KABLEKONNECT (Stylized)	2,362,785	KABLE NEWS COMPANY, INC.
THE CIRCULATION SUPERSTORE	2,352,260	KABLE NEWS COMPANY, INC.
KABLE - THE CIRCULATION SUPERSTORE	2,347,471	KABLE NEWS COMPANY, INC.
MAGA-FILL	1,939,873	KABLE NEWS COMPANY, INC.
MAGSNOW and Design	2,407,723	KABLE NEWS COMPANY, INC.
BE BLACK ELEGANCE (Stylized)	1,544,373	KABLE NEWS COMPANY, INC.
FUNDAMENTALS	2,715,248	KABLE NEWS COMPANY, INC.
K (Stylized)	2,600,264	KABLE NEWS COMPANY, INC.
KABLE FULFILLMENT SERVICES	2,600,265	KABLE NEWS COMPANY, INC.
KABLE	2,600,266	KABLE NEWS COMPANY, INC.
MAGSNET	2,631,531	KABLE NEWS COMPANY, INC.
K KABLE FULFILLMENT SERVICES and Design	2,653,862	KABLE NEWS COMPANY, INC.
MAGAZINE CONNECTION	2,548,143	KABLE NEWS COMPANY, INC.
NCOREACCESS	2,053,091	KABLE FULFILLMENT SERVICES, INC.
NEODATA	866,970	KABLE FULFILLMENT SERVICES, INC.
CIRCPLANNER PLUS and Design	76/649,063	KABLE FULFILLMENT SERVICES, INC.
KABLE FULFILLMENT SERVICES (Stylized)	76/102,296	KABLE NEWS COMPANY, INC.
PALM COAST	2,013,924	PALM COAST DATA, LLC
PCD SMARTLINK AND DESIGN	3,118,713	PALM COAST DATA, LLC

Owned Internet Domain Names/URLs:

magsuperstore.com
palmcoastd.com
palmcoastdata.com
pcdmembership.com

¹ This does not include foreign trademark registrations or applications, if any.

pcdsmartlink.com
pcdsmartlink.net
pcdsmartlink.org
palmcoastd.org
palmcoastd.net
palmcoastdata.org
palmcoastdata.net
pubhelp.com

Hosted Internet Domain Names/URLs (not owned):

Redrocksmags.com
Subscribetoday.com
Renewdept.com

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**AMENDED AND RESTATED PATENT
AND TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 16, 2007, by KABLE MEDIA SERVICES, INC., a Delaware corporation ("KMS"), KABLE NEWS COMPANY, INC., an Illinois corporation ("KNC"), KABLE DISTRIBUTION SERVICES, INC., a Delaware corporation ("KDS"), KABLE NEWS EXPORT, LTD., a Delaware corporation ("KEXP"), KABLE NEWS INTERNATIONAL, INC., a Delaware corporation ("KINT"), KABLE FULFILLMENT SERVICES, INC., a Delaware corporation ("KFS"), KABLE FULFILLMENT SERVICES OF OHIO, INC., a Delaware corporation ("KFSO"), PALM COAST DATA HOLDCO, INC., a Delaware corporation ("PCD") and PALM COAST DATA, LLC, a Delaware limited liability company ("PCD, LLC") (individually, a "Grantor" and collectively, the "Grantors"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Lender").

RECITALS

A. The Grantors have entered into a Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantors and pursuant to which certain obligations owed to the Lender are secured.

B. To induce Lender to continue to extend such financial accommodations to Grantors, certain of the Grantors executed and delivered to Lender that certain Patent and Trademark Security Agreement dated April 28, 2005 (the "Prior Agreement").

C. Pursuant to the Loan Agreement, Grantors are required to amend and restate the Prior Agreement and enter into this Agreement to add additional Borrowers as Grantors.

D. Pursuant to the terms of the Loan Agreement, Grantors have granted to the Lender a security interest in the Collateral, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired material patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses (excluding software licenses), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under Loan Agreement.

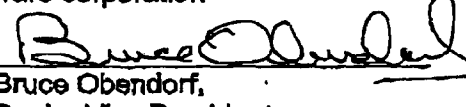
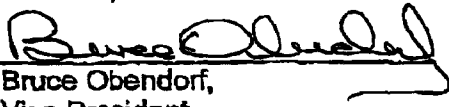
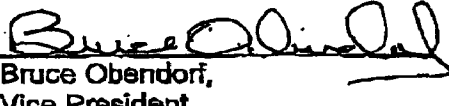
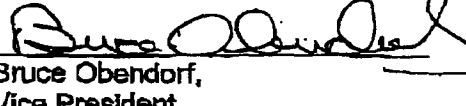
In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantors do hereby grant to the Lender a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each material trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each material trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each material patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each material patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantors have caused this Amended and Restated Patent and Trademark Security Agreement to be duly executed by their duly authorized officer thereunto as of the date first set forth above.

KABLE MEDIA SERVICES, INC., a Delaware corporation By: <u></u> Bruce Obendorf, Vice President	KABLE NEWS COMPANY, INC., a Delaware corporation By: <u></u> Bruce Obendorf, Senior Vice President
KABLE NEWS EXPORT, LTD., a Delaware corporation By: <u></u> Bruce Obendorf, Vice President	KABLE NEWS INTERNATIONAL, INC., a Delaware corporation By: <u></u> Bruce Obendorf, Treasurer
KABLE FULFILLMENT SERVICES, INC., a Delaware corporation By: <u></u> Bruce Obendorf, Vice President	KABLE FULFILLMENT SERVICES OF OHIO, INC., a Delaware corporation By: <u></u> Bruce Obendorf, Vice President
KABLE DISTRIBUTION SERVICES, INC., a Delaware corporation By: <u></u> Bruce Obendorf, Senior Vice President	PALM COAST DATA HOLDCO, INC., a Delaware corporation By: _____ John Meneough, President
PALM COAST DATA, LLC, a Delaware limited liability company By: _____ John Meneough, President	

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KABLE MEDIA SERVICES, INC., a Delaware corporation By: _____ Bruce Obendorf, Vice President	KABLE NEWS COMPANY, INC., a Delaware corporation By: _____ Bruce Obendorf, Senior Vice President
KABLE NEWS EXPORT, LTD., a Delaware corporation By: _____ Bruce Obendorf, Vice President	KABLE NEWS INTERNATIONAL, INC., a Delaware corporation By: _____ Bruce Obendorf, Treasurer
KABLE FULFILLMENT SERVICES, INC., a Delaware corporation By: _____ Bruce Obendorf, Vice President	KABLE FULFILLMENT SERVICES OF OHIO, INC., a Delaware corporation By: _____ Bruce Obendorf, Vice President
KABLE DISTRIBUTION SERVICES, INC., a Delaware corporation By: _____ Bruce Obendorf, Senior Vice President	PALM COAST DATA HOLDCO, INC., a Delaware corporation By: _____ John Meneough, President
PALM COAST DATA, LLC, a Delaware limited liability company By: _____ John Meneough, President	

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Signature Page to Patent & Trademark
Security Agreement