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
Kable Media Services, Inc.		05/31/2010	CORPORATION: DELAWARE
Kable News Company, Inc.		05/31/2010	CORPORATION: ILLINOIS
Kable Fulfullment Services, Inc.		05/31/2010	CORPORATION: DELAWARE
Palm Coast Data, LLC		105/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association	
Street Address:	500 First Avenue	
Internal Address:	Commercial Loan Service Center/DCC	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	National Association: PENNSYLVANIA	

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark		
Registration Number:	2600265	KABLE FULFILLMENT SERVICES		
Registration Number:	2407723	MAGSNOW		
Registration Number:	2352260	THE CIRCULATION SUPERSTORE		
Registration Number:	2362785	KABLEKONNECT		
Registration Number:	2347471	KABLETHE CIRCULATION SUPERSTORE		
Registration Number:	1939873	MAGA-FILL		
Registration Number:	2600264	κ		
Registration Number:	2715248	FUNDAMENTALS		
Registration Number:	2600266	KABLE		
Registration Number:	2631531	MAGSNET		
		TRADEMARK		

REEL: 004217 FRAME: 0035

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Registration Number:	2653862	K KABLE FULFILLMENT SERVICES		
Registration Number:	3219275	CIRCPLANNER PLUS		
Registration Number:	2053091	NCOREACCESS		
Registration Number:	3518787	К		
Registration Number:	3579230	PALM COAST DATA GET MORE.		
Registration Number:	3604117	PALM COAST DATA GET MORE		
Registration Number:	3118713	PCD SMARTLINK		
Registration Number:	2013924	PALM COAST		

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

800-927-9801 x2348 Phone: Email: jpaterso@cscinfo.com

Correspondent Name: **Corporation Service Company**

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Washington, DISTRICT OF COLUMBIA 20005 Address Line 4:

ATTORNEY DOCKET NUMBER:	402248			
NAME OF SUBMITTER:	Jean Paterson			
Signature:	/jep/			
Date:	06/03/2010			

Total Attachments: 16

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): KABLE MEDIA SERVICES, INC. KABLE NEWS COMPANY, INC.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?			
KABLE FULFILLMENT SERVICES, INC. PALM COAST DATA, LLC	Name: PNC BANK, NATIONAL ASSOCIATION			
14 WALL STREET, 4TH FL Association	Internal Address:COMMERCIAL LOAN SERVICE CENTER/DCC			
General Partnership Limited Partnership	Street Address: 500 FIRST AVENUE			
X Corporation- State: NY	City: PITTSBURGH			
Other Other	State:PA			
Citizenship (see guidelines)	Country: Zip: 15219			
Additional names of conveying parties attached? Yes No	Association Citizenship			
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship			
Execution Date(s) <u>05/13/2010</u>	Limited Partnership Citizenship NY			
Assignment Merger	Corporation Citizenship			
	X Other NA Citizenship PA			
⊠ Security Agreement	If assignee is not domicited in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)			
A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s) SEE SCHEDULE 1 Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed: Name:Corporation Service Company	6. Total number of applications and registrations involved:			
Internal Address: Suite 210	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address:1180 Avenue of the Americas	Authorized to be charged to deposit account Enclosed			
City:New York	8. Payment Information:			
State:NY Zip:10036				
Phone Number:212-299-5600	Daniel Assessment Attenuels are			
Fax Number: 212-299-5656	Deposit Account Number			
Email Address: ORDER# 402248	Authorized User Name			
9. Signature:	06/02/2010			
Signature	Date			
LUIS RODRIGUEZ Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 16			

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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of May, 2010 by Kable Media Services, Inc., a Delaware corporation ("Kable"), Kable News Company, Inc., an Illinois corporation ("Kable News"), Kable Fulfillment Services, Inc., a Delaware corporation ("Fulfillment") and Palm Coast Data LLC, a Delaware limited liability company ("Palm Coast", together with Kable, Kable News and Fulfillment, the "Grantors" and each a "Grantor"), in favor of PNC Bank, National Association, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors, Kable Distribution Services, Inc., Kable Product Services, Inc., Palm Coast Data Holdco, Inc., Kable Staffing Resources LLC, Kable Specialty Packaging Services LLC and Kable News International, Inc. (collectively, the "Borrowers" and each a "Borrower") have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Borrowers by Lenders:

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.
- 2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
 - (i) each trademark registration and trademark application listed on Schedule 1 annexed hereto (such trademark registrations and trademark applications, the "Trademarks"), together with any reissues, continuations or

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extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

- (ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 3. <u>Representations and Warranties</u>. Each Grantor hereby represents and warrants that the Trademarks listed on <u>Schedule I</u> attached hereto constitute all trademark registrations and trademark applications owned or registered to such Grantor as of the date of this Agreement.
- 4. <u>Termination of Security Interest</u>. The security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been paid in full in cash and satisfied in full and the Loan Agreement has been terminated.

[signatures to appear on following page]

-2-

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above. KABLE MEDIA SERVICES, INC. Name: Michael P. Duloc Title: President and Chief Executive Officer KABLE NEWS COMPANY, INC. By: Name: John F. Meneough Title: President and Chief Operating Officer KABLE FULFILLMENT SERVICES, INC. By: Name: John F. Meneough Title: President and Chief Operating Officer PALM COAST DATA LLC By: Name: John F. Meneough Title: President, Chief Operating Officer and Secretary Agreed and Accepted

As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION, as Agent

Name: Daniel R. Stella Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

KABLE MEDIA SERVICES, INC.

Title: President, Chief Operating Officer and

Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,

as Agent

Name: Daniel R. Stella

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

KABLE MEDIA SERVICES, INC.

	By: Name: Michael P. Duloc Title: President and Chief Executive Officer
	By: Name: John F. Meneough Title: President and Chief Operating Officer KABLE FULFILLMENT SERVICES, INC. By: Name: John F. Meneough Title: President and Chief Operating Officer
	By: Name: John F. Meneough Title: President, Chief Operating Officer and Secretary
Agreed and Accepted As of the Date First Written Above	
PNC BANK, NATIONAL ASSOCIAT as Agent	TION,
Ву:	

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Name: Daniel R. Stella Title: Senior Vice President

UNITED STATES OF AMERICA: STATE OF New York: COUNTY OF New York:	SS -
sworn, deposes and says that s/he is authorized corporation, that s/he signed the Agreement the	ily appeared Michael P. Duloc, to me known and being duly to sign on behalf of Kable Media Services, Inc., a Delaware reto pursuant to the authority vested in him/her by law; that such company; and s/he desires the same to be recorded as
	Notary Public My Commission Expires: 11/10/11
UNITED STATES OF AMERICA: STATE OF: COUNTY OF:	JOAN R. THORNBLAD Notary Public - State of New York No. 01TH6101298 Bronx County Commission Expires Nov. 10, 20 11
sworn, deposes and says that s/he is authorized corporation, that s/he signed the Agreement the	y appeared John F. Meneough, to me known and being duly to sign on behalf of Kable News Company, Inc., an Illinois reto pursuant to the authority vested in him/her by law; that uch company; and s/he desires the same to be recorded as
	Notary Public My Commission Expires:

(ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT)

UNITED STATES OF AMI STATE OF	ERICA:	SS
COUNTY OF	*	
sworn, deposes and says that s/h corporation, that s/he signed the	e is authorized Agreement the	Ily appeared Michael P. Duloc, to me known and being duly to sign on behalf of Kable Media Services, Inc., a Delaware ereto pursuant to the authority vested in him/her by law; that such company; and s/he desires the same to be recorded as
		N. D. LU
		Notary Public My Commission Expires:
UNITED STATES OF AM STATE OF COUNTY OF	ERICA:	SS
sworn, deposes and says that s/h corporation, that s/he signed the	e is authorized Agreement the	ly appeared John F. Meneough, to me known and being duly I to sign on behalf of Kable News Company, Inc., an Illinois ereto pursuant to the authority vested in him/her by law; that such company; and s/he desires the same to be recorded as
•		Notary Public My Commission Expires:
		OTARY PUBLIC-STATE OF FLORIDA Angeline M. Manze Commission # DD592 149 Expires: OCT. 17, 2010 BONDED THRU ATLANTIC BONDING CO., INC.

(ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT)

UNITED STATES OF AMERICA STATE OF COUNTY OF	:	SS
sworn, deposes and says that s/he is at Delaware corporation, that s/he signed th	uthorize he Agree	y appeared John F. Meneough, to me known and being duly d to sign on behalf of Kable Fulfillment Services, Inc., a ement thereto pursuant to the authority vested in him/her by ry act of such company; and s/he desires the same to be
		Notary Public My Commission Expires:
,		NOTARY PUBLIC-STATE OF FLORIDA Angeline M. Manze Commission #DD592116 Expires: OCT. 17, 26 BONDED THRU ATLANTIC BONDING CO., 100
UNITED STATES OF AMERICA	. :	# = 1 °°
STATE OF	;	SS
COUNTY OF	:	
sworn, deposes and says that s/he is au limited liability company, that s/he signe	thorized d the Ag	y appeared John F. Meneough, to me known and being duly it to sign on behalf of Palm Coast Data LLC, a Delaware greement thereto pursuant to the authority vested in him/her tary act of such company; and s/he desires the same to be
may.		

Modern Public

My Commission Expires:

OTARY PUBLIC-STATE OF FLORIDA
Angeline M. Manze
Commission # DD592119
Expires: OCT. 17, 2010
BONDED THRU ATLANTIC SONDING CO., INC.

SCHEDULE 1

TRADEMARK REGISTRATIONS

				STATUS
REGISTERED	TRADEMARK	REG.	REG.	SIALES
OWNER	and the second second	NO.	DATE	986 B. B. B.
	Kable Fulfillment			
Kable News	Services	2,600,265	7/30/2002	Registered
Kable News	MagsNow	2,407,723	11/28/2000	Registered
	The Circulation			Registered
Kable News	Superstore	2,352,260	5/23/2000	
Kable News	KableKonnect	2,362,785	6/27/2000	Registered
	Kable-The Circulation			
Kable News	Superstore	2,347,471	5/2/2000	Registered
Kable News	MAGA-FILL	1,939,873	12/5/1995	Registered
Kable News	Mark K (stylized)	2,600,264	7/30/2002	Registered
Kable News	Fundamentals	2,715,248	5/13/2003	Registered
Kable News	KABLE	2,600,266	7/30/2002	Registered
Kable News	Magsnet	2,631,531	10/8/2002	Registered
	K Kable Fulfillment			-
Kable News	Services	2,653,882	11/28/2002	Registered
Kable Fulfillment	CircPlanner Plus	3,219,275	3/20/2007	Registered
Kable Fulfillment	NCOREACCESS	2,053,091	4/15/1997	Registered
	12,100,000,000			
Kable	New "K" logo	3,518,787	10/21/2008	Registered
XXXXX	22222222	3,5 2 3,1 2		
	palm coast Data get	1		
Palm Coast	more Stylized	3,579,230	2/24/2009	Registered
	palm coast Data get	1		
Palm Coast	more	3,604,117	4/7/2009	Registered
Palm Coast	PCD Smart Link	3,118,713	7/25/2006	Registered
Palm Coast	Palm Coast	2,013,924	11/5/1996	Registered

SCHEDULE -1

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POWER OF ATTORNEY

KABLE MEDIA SERVICES, INC., a Delaware corporation, KABLE NEWS COMPANY, Inc., an Illinois corporation, KABLE FULFILLMENT SERVICES, Inc., a Delaware corporation, and PALM COAST DATA LLC, a Delaware limited liability company (collectively, the "Grantors" and each a "Grantor"), each hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") Grantors and certain Affiliates of Grantors, as borrowers (collectively, the "Borrowers"), dated as of May ___, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of such Grantor, with the power to endorse the name of such Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantors and Agent dated as of May U, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of such Grantor a trademark, in each case subject to the terms of the Trademark Agreement and the Loan Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement and the Loan Agreement.

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This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations in cash and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

KABLE MEDIA SERVICES, INC.				
By:	hopn			
	Michael P. Duloc			
Title:	President and Chief Executive Officer			
KABLE NEWS COMPANY, INC.				
By:				
	John F. Meneough			
	President and Chief Operating Officer			
KABLE FULFILLMENT SERVICES, INC.				
Ву:				
Name:	John F. Meneough			
Title:	President and Chief Operating Officer			
PALM COAST DATA LLC				
Ву:	·			
Name:	John F. Meneough			
Title:	President, Chief Operating Officer and			
	Secretary			

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

This Power of Attorney shall be irrevocable until payment and satisfaction in full of all the Obligations in cash and termination of the Loan Agreement.

IN WITNESS WHEREOF, Grantors have executed this Power of Attorney as of the date stated above.

KABLE MEDIA SERVICES, INC.

Ву:			
Name: Michael P. Duloc			
Title: President and Chief Executive Officer			
KABLENEWS COMPANY, INC.			
By: John Mey (
Name: John F. Meneough			
Title: / President and Chief Operating Officer			
'//			
KABLE FULFILLMENT SERVICES, INC.			
By:			
Name: John F. Meneough /			
Title: President and Chief Operating Officer			
PALM COAST DATA LLC			
By: Du Men			
Name: John F. Meneough //			
Title: President, Chief Operating Officer and			
Secretary			

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

STATE OF New York COUNTY OF New York	SS
On this 5 of May 2010, before me per duly sworn, deposes and says that s/he i Delaware corporation, that s/he signed the	sonally appeared Michael P. Duloc, to me known and being s authorized to sign on behalf of Kable Media Services, Inc., a Agreement thereto pursuant to the authority vested in him/her by cluntary act of such company; and s/he desires the same to be
	Notary Public My Commission Expires: 11/10/11
UNITED STATES OF AMERICA: STATE OF : COUNTY OF :	JOAN R. THORNBLAD Notary Public - State of New York No. 01TH6101298 Bronx County Commission Expires Nov. 10, 20 11
sworn, deposes and says that s/he is author corporation, that s/he signed the Agreement	sonally appeared John F. Meneough, to me known and being duly rized to sign on behalf of Kable News Company, Inc., an Illinois at thereto pursuant to the authority vested in him/her by law; that t of such company; and s/he desires the same to be recorded as
	Notary Public My Commission Expires:

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT)

UNITED STATES OF AMERICA STATE OF COUNTY OF	:	ss	
On this of, 2010, before me puduly sworn, deposes and says that s/he Delaware corporation, that s/he signed tlaw; that the within Agreement is the recorded as such.	is auth he Agree	orized to sign on behalf ement thereto pursuant to	of Kable Media Services, Inc., a the authority vested in him/her by
		Notary Public My Commission Exp	ires:
UNITED STATES OF AMERICA STATE OF COUNTY OF	:	SS	!
On this of, 2010, before me persworn, deposes and says that s/he is auticorporation, that s/he signed the Agreement the within Agreement is the voluntary a such.	norized tent ther	to sign on behalf of Kableto pursuant to the author	le News Company, Inc., an Illinois ority vested in him/her by law; that
		Notary Public My Commission Exp	
			NOTARY PUBLIC-STATE OF FLORIDA Angeline M. Manze Commission # DD592119 Expires: OCT. 17, 2010 BONDED THRU ATLANTIC BONDING CO., INC.

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT)

UNITED STATES OF AMERICA: SS STATE OF COUNTY OF On this ___ of ____, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Kable Fulfillment Services, Inc., a Delaware corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such. My Commission Expires: NOTARY PUBLIC-STATE OF FLORIDA Angeline M. Manze
Commission #DD592119
Expires: OCT. 17, 2010 BONDED THRU ATLANTIC BONDING CO., INC. UNITED STATES OF AMERICA: SS STATE OF **COUNTY OF** On this ___ of ____, 2010, before me personally appeared John F. Meneough, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Palm Coast Data LLC, a Delaware limited liability company, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.

(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT)

RECORDED: 06/03/2010

My Commission Expires:

TRADEMARK
REEL: 004217 FRAME: 0052

NOTARY PUBLIC-STATE OF FLORIDA
Angeline M. Manze
Commission # DD592119
Expires: OCT. 17, 2010
BONDED THRU ATLANTIC BONDING CO., INC.