

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
Library Journals, LLC		11/07/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 S. Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3440489	CRITICAS
Registration Number:	2568709	CRITICAS
Registration Number:	3377499	CRITICAS CONNECTION
Registration Number:	3438813	CURRICULUM CONNECTIONS
Registration Number:	1479610	LIBRARY HOTLINE
Registration Number:	0393904	LIBRARY JOURNAL
Registration Number:	2878918	LIBRARY JOURNAL
Registration Number:	2377578	LIBRARY JOURNAL'S ACADEMIC NEWSWIRE
Registration Number:	2641904	NET CONNECT
Registration Number:	1711602	SCHOOL LIBRARY JOURNAL

CORRESPONDENCE DATA

Fax Number: (312)863-7827

900206537

**TRADEMARK
 REEL: 004656 FRAME: 0468**

OP \$265.00 3440489

Phone: 312-201-3927
Email: rebecca.silva@goldbergkohn.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Rebecca Silva, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.229
NAME OF SUBMITTER:	Rebecca Silva
Signature:	/rebeccasilva/
Date:	11/07/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 7, 2011, by LIBRARY JOURNALS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Media Source, Inc. ("Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Grantor is an Affiliate of Borrower and shall benefit from the extensions of credit to the Borrower under the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all the registered Trademarks and Trademark applications referred to on Schedule I hereto, all good will associated with the same, as well as all renewals and extensions thereof;

(b) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and,

(c) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may executed this Agreement by signing and delivering one or more counterparts.

5. RECORDATION. The Grantor authorizes the Commissioner for Trademarks, and any other government officials to record and register this Agreement upon request by the Agent or Lenders.

6. SUCCESSORS AND ASSIGNS. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBRARY JOURNALS, LLC
By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIBRARY JOURNALS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: Sunil Mehta
Title: senior vice President

SCHEDULE I

TRADEMARKS

LIBRARY JOURNAL¹						China
App. No	App. Date	Pub. Date	Reg. No	Docket No.	Cam No.	
6211869	August 9, 2007	March 6, 2010	6211869	012684-0016-146	560255-795016	
Grantor: REED ELSEVIER PROPERTIES INC.						
16 NEWSPAPERS; PERIODICALS; MAGAZINES (PERIODICALS)						
Renewal Due June 6, 2020						

SCHOOL LIBRARY JOURNAL²						China
App. No	App. Date	Pub. Date	Reg. No	Docket No.	Cam No.	
6232727	August 21, 2007	November 20, 2009	6232727	012684-0021-146	560255-795021	
Grantor: REED ELSEVIER PROPERTIES INC.						
16 NEWSPAPERS; PERIODICALS; MAGAZINES (PERIODICALS)						
Renewal Due February 20, 2020						

CRITICAS						United States of America
App. No	App. Date	Pub. Date	Reg. No	Docket No.	Cam No.	
77/317,763	October 31, 2007	March 18, 2008	3,440,489	012684-0013-999	560255-795022	
Grantor: LIBRARY JOURNALS, LLC						
16 NEWSPAPERS; PERIODICALS; MAGAZINES (PERIODICALS)						
Renewal Due June 3, 2018						

¹ In China, Trademark assignments for LIBRARY JOURNAL (Reg. No. 6211869) was lodged in August 2011. The recordation of these assignments from Reed Elsevier Properties Inc. to Library Journals, LLC should be completed by February 2012.

² In China, Trademark assignments for SCHOOL LIBRARY JOURNAL (Reg. No. 6232727) was lodged in August 2011. The recordation of these assignments from Reed Elsevier Properties Inc. to Library Journals, LLC should be completed by February 2012.

16 PRINTED PUBLICATIONS, NAMELY, MAGAZINES RELATING TO LITERATURE IN THE SPANISH LANGUAGE

CRITICAS				United States of America	
Grantor:	App. No App. Date	Pub. Date	Reg. No Reg. Date	Docket No. Cam No.	
LIBRARY JOURNALS, LLC	76/279,818 July 5, 2001		2,568,709 May 7, 2002	012684-0014-999 560255-795014	Registered Renewal Due May 7, 2012

16 PRINTED PUBLICATIONS, NAMELY, MAGAZINES AND MAGAZINE SUPPLEMENTS RELATING TO LITERATURE IN THE SPANISH LANGUAGE

CRITICAS CONNECTION				United States of America	
Grantor:	App. No App. Date	Pub. Date	Reg. No Reg. Date	Docket No. Cam No.	
LIBRARY JOURNALS, LLC	77/158,679 April 17, 2007	November 20, 2007	3,377,499 February 5, 2008	012684-0015-999 560255-795023	Registered Section 8 & 15 Due February 5, 2014 Renewal Due February 5, 2018

9 DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF NEWSLETTERS DELIVERED BY EMAIL FEATURING NEWS AND INFORMATION REGARDING SPANISH LANGUAGE BOOKS

CURRICULUM CONNECTIONS				United States of America	
Grantor:	App. No App. Date	Pub. Date	Reg. No Reg. Date	Docket No. Cam No.	
LIBRARY JOURNALS, LLC	77/020,535 October 13, 2006	March 18, 2008	3,438,813 June 3, 2008	012684-0011-999 560255-795011	Registered Section 8 & 15 Due June 3, 2014 Renewal Due June 3, 2018

16 MAGAZINES PROVIDING INFORMATION IN THE FIELD OF PRINT, MULTIMEDIA, AND NEWS RESOURCES FOR ELEMENTARY, MIDDLE AND HIGH SCHOOLS

LIBRARY HOTLINE **United States of America**

App. No	Docket No.	Reg. No	012684-0006-999
App. Date	Cam No.	Reg. Date	560255-795006
73/675,172		1,479,610	
July 28, 1987		March 8, 1988	
Pub. Date			
December 15, 1987			
Grantor:			Registered
LIBRARY JOURNALS, LLC			

16 NEWSLETTER CONTAINING NEWS AND DEVELOPMENTS AFFECTING LIBRARIES AND LIBRARIANS Renewal Due March 8, 2018

LIBRARY JOURNAL **United States of America**

App. No	Docket No.	Reg. No	012684-0007-999
App. Date	Cam No.	Reg. Date	560255-795007
71/446,728		393,904	
September 2, 1941		March 10, 1942	
Pub. Date			
Grantor:			Registered
LIBRARY JOURNALS, LLC			

Renewal Due March 10, 2012

16 PERIODICAL PUBLISHED SEMI-MONTHLY **United States of America**

LIBRARY JOURNAL **United States of America**

App. No	Docket No.	Reg. No	012684-0008-999
App. Date	Cam No.	Reg. Date	560255-795008
76/544,575		2,878,918	
September 3, 2003		August 31, 2004	
Pub. Date			
June 8, 2004			
Grantor:			Registered
LIBRARY JOURNALS, LLC			

Renewal Due August 31, 2014

41 PROVISION OF ONLINE NEWS AND INFORMATION RELATING TO BOOKS; BOOK PUBLISHERS, BOOK PUBLICATIONS, AUTHORS, BOOK REVIEWS, LITERATURE, PUBLIC POLICY, ACADEMIA, AND AUTHORS

LIBRARY JOURNAL'S ACADEMIC NEWSWIRE **United States of America**

App. No	Docket No.	Reg. No	012684-0009-999
App. Date	Cam No.	Reg. Date	560255-795009
75/803,346		2,377,578	
September 20, 1999		August 15, 2000	
Pub. Date			
May 23, 2000			
Grantor:			Registered
LIBRARY JOURNALS, LLC			

Renewal Due August 15, 2020

TRADEMARK

REEL: 004656 FRAME: 0476

42 COMPUTER SERVICES, NAMELY, PROVIDING ONLINE ELECTRONIC NEWSLETTERS FEATURING NEWS AND INFORMATION RELATED TO LIBRARY SCIENCES

NET CONNECT				United States of America	
App. No	Pub. Date	Reg. No	Docket No.	Cam No.	
76/202,362	December 18, 2001	2,641,904	012684-0010-999	560255-795010	Registered
Grantor: LIBRARY JOURNALS, LLC	January 30, 2001	October 29, 2002			Renewal Due October 29, 2012

16 MAGAZINES AND MAGAZINE SUPPLEMENTS REGARDING ONLINE INFORMATION AND TECHNOLOGY DIRECTED TO LIBRARIES AND LIBRARIANS

SCHOOL LIBRARY JOURNAL				United States of America	
App. No	Pub. Date	Reg. No	Docket No.	Cam No.	
74/121,890	June 9, 1992	1,711,602	012684-0012-999	560255-795012	Registered
Grantor: LIBRARY JOURNALS, LLC	December 10, 1990	September 1, 1992			Renewal Due September 1, 2012

16 MAGAZINE CONCERNING LIBRARY SCIENCE; CONCERNING BOOKS FOR CHILDREN AND YOUNG ADULTS; AND CONCERNING RELATED LIBRARY PRODUCTS FOR CHILDREN AND YOUNG ADULTS; NAMELY, MAGAZINES, DIRECTORIES, AND AUDIO-VISUAL MATERIALS