

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forbes Media LLC		07/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Partners Fund LP (as administrative agent)
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	1915343	CAPITALIST COOL
Registration Number:	1296628	CAPITALIST COOKIES
Registration Number:	1182946	CAPITALIST TOOL
Registration Number:	1125852	CAPITALIST TOOL
Registration Number:	2069974	CAPITALIST TOOL
Registration Number:	1772664	FACT AND COMMENT
Registration Number:	4022706	FMX
Registration Number:	1919483	FORBES
Registration Number:	1141299	FORBES
Registration Number:	3776895	FORBES
Registration Number:	3059019	FORBESAUTOS.COM
Registration Number:	2069975	FORBES CAPITALIST TOOL
Registration Number:	2273242	FORBES CEO FORUM

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Registration Number:	2921892	FORBES.COM
Registration Number:	2921882	FORBES.COM
Registration Number:	1916309	FORBES FYI
Registration Number:	1648532	FORBES FYI
Registration Number:	3095593	FORBES FYI
Registration Number:	3332037	FORBESLIFE
Registration Number:	3402755	FORBESLIFE EXECUTIVE WOMAN
Registration Number:	4031451	FORBES MEDIA EXTENSION
Registration Number:	1887395	NO GUTS. NO STORY.
Registration Number:	1605541	SPECIAL SITUATION SURVEY
Registration Number:	3350263	FORBES TRAVELER
Registration Number:	1605943	SPECIAL SITUATION SURVEY
Registration Number:	3822409	STAR CURRENCY
Serial Number:	85241078	FMX BRAND SIDE PLATFORM
Serial Number:	77776619	FORBES
Serial Number:	85241087	FORBES BRAND SIDE PLATFORM
Serial Number:	85185963	MALCOLM FORBES
Serial Number:	77141627	FORBESLIFE EXECUTIVE WOMAN
Serial Number:	85568900	FORBES CHANGE THE WORLD
Serial Number:	85566808	FORBES
Serial Number:	85511699	FORBES BUSINESS SCHOOL
Serial Number:	85185947	FORBES BILLIONAIRE
Serial Number:	85680461	FORBES

CORRESPONDENCE DATA

Fax Number: 3124568435
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3124568400
Email: chiipmail@gtlaw.com
Correspondent Name: Howard E. Silverman
Address Line 1: Greenberg Traurig LLP
Address Line 2: 77 W. Wacker Drive, Suite 3100
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 123042.010200

NAME OF SUBMITTER: Howard E. Silverman

Signature:

TRADEMARK
REEL: 004837 FRAME: 0374

/Howard E. Silverman/

Date:

08/07/2012

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2012, is made by FORBES MEDIA LLC, a Delaware limited liability company, and the other Persons listed on the signature pages hereof (each "Grantor"), in favor of MONROE CAPITAL PARTNERS FUND LP, a Delaware limited partnership, in its capacity as administrative agent, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement listed below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 31, 2012 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the Administrative Agent, and East West Bank as servicing agent (in such capacity, the "Servicing Agent", collectively, the "Lenders" and, together with the Administrative Agent, the "Secured Parties"), the Lenders have agreed to make extensions of credit to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Collateral Agreement of even date herewith in favor of the Administrative Agent (the "Collateral Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Collateral Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a continuing first priority security interest, with power of sale upon the occurrence and during the continuance of an Event of Default, in all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor whether presently existing or hereafter acquired by such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those listed on Schedule 1 hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

Section 3. Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Collateral Agreement, the Collateral Agreement shall control.

Section 4. Termination. This Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate with respect to all Obligations upon the termination of the Commitments and payment in full of all Obligations (other than (x) cash management obligations not yet due and payable and (y) contingent indemnification obligations not yet accrued and payable), the expiration or termination of all Letters of Credit and any other obligation (including a guarantee that is contingent in nature)). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

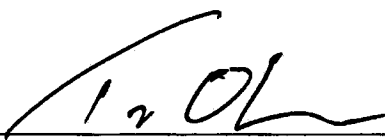
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FORBES MEDIA LLC
as Grantor

By: 
Name: Thomas J. Callahan
Title: Chief Financial Officer

FORBES LLC
as Grantor

By: 
Name: Terrence O'Connor
Title: Senior Vice President - General Counsel & Secretary

Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

MONROE CAPITAL PARTNERS FUND LP, as Administrative Agent

By: Monroe Capital Partners Fund LLC, its general partner

By: 
Name: Alex Franky
Title: Managing Director

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004837 FRAME: 0379

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
74/543,326	1,915,343	CAPITALIST COOL	USA	Forbes LLC
73/291,481	1,296,628	CAPITALIST COOKIES box logo (disclaimer "cookies")	USA	Forbes LLC
73/221,333	1,182,946	CAPITALIST TOOL	USA	Forbes LLC
73/183,052	1,125,852	CAPITALIST TOOL	USA	Forbes LLC
75/148,895	2,069,974	CAPITALIST TOOL	USA	Forbes LLC
74/284,599	1,772,664	FACT AND COMMENT	USA	Forbes LLC
85/241,517	4,022,706	FMX	USA	Forbes LLC
85/241,078		FMX BRAND SIDE PLATFORM	USA	Forbes Media LLC
74/580,376	1,919,483	FORBES	USA	Forbes LLC
73/183,051	1,141,299	FORBES	USA	Forbes LLC
77/776,619		FORBES	USA	Forbes LLC
77/683,284	3,776,895	FORBES	USA	Forbes LLC
78/575,589	3,059,019	FORBESAUTOS.CO M	USA	Forbes LLC
85/241,087		FORBES BRAND SIDE PLATFORM	USA	Forbes Media LLC
75/148,896	2,069,975	FORBES CAPITALIST TOOL	USA	Forbes LLC
75/171,475	2,273,242	FORBES CEO FORUM	USA	Forbes LLC
76/042,216	2,921,892	FORBES.COM	USA	Forbes LLC
75/763,688	2,921,882	FORBES.COM	USA	Forbes LLC
74/580,467	1,916,309	FORBES FYI	USA	Forbes LLC
74/007,745	1,648,532	FORBES FYI	USA	Forbes LLC

Ser. No.	Registration/ Application No.	Mark	Jurisdiction	Owner of Record
78/638,347	3,095,593	FORBES FYI	USA	Forbes LLC
78/812,149	3,332,037	FORBESLIFE	USA	Forbes LLC
77/141,627	3,402,755	FORBESLIFE EXECUTIVE WOMEN	USA	Forbes LLC
85/241,503	4,031,451	FORBES MEDIA EXTENSION	USA	Forbes LLC
85/185,963		MALCOLM FORBES	USA	Forbes LLC
74/128,801	1,887,395	NO GUTS. NO STORY.	USA	Forbes LLC
74/007,749	1,605,541	SPECIAL SITUATION SURVEY	USA	Forbes LLC
78/899,376	3,350,263	FORBES TRAVELER	USA	Forbes LLC
74/007,756	1,605,943	SPECIAL SITUATION SURVEY	USA	Forbes LLC
77/141,627		FORBESLIFE EXECUTIVE WOMAN	USA	Forbes LLC
77/441,742	3,822,409	STAR CURRENCY	USA	Forbes LLC
85/568,900		FORBES CHANGE THE WORLD	USA	Forbes LLC
85/566,808		FORBES	USA	Forbes LLC
85/511,699		FORBES BUSINESS SCHOOL	USA	Forbes LLC
85/185,947		FORBES BILLIONAIRE	USA	Forbes LLC
85/680,461		FORBES	USA	Forbes LLC

ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT