

03-14-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Target Media Partners Operating Company  
(a Nevada corporation)

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State *2.4.02*  
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: 10/31/01

## 2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association, as Administrative Agent

Internal

Address:

Street Address: 201 Third Street, 8th Floor

City: San Francisco State: CA Zip: 94103

- ☐ Individual(s) citizenship  
☒ Association United States

☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,237,291 (U.S.)  
034673 (Arizona)  
097022 (Arizona)  
097023 (Arizona)Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy Golden, Esq.

Internal Address:

O'Melveny &amp; Myers LLP

Embarcadero Center West

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

## 6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

500639

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy Golden, Esq.

Name of Person Signing

*Amy Golden*  
Signature2/4/02  
Date

5

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

12.3.01

12-06-2001  
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U.S. Patent and Trademark Office

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Washington, D.C. 20231

12/05/2001 TDIAZ1 00000018 1237291

01 FC:481  
02 FC:48240.00 OP  
75.00 OPTRADEMARK  
REEL: 002460 FRAME: 0400

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Target Media Partners Operating Company, a Nevada corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, **Grantor** has entered into a Credit Agreement dated as of June 30, 2000 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**), Heller Financial, Inc., as Syndication Agent, and IBJ Whitehall Bank & Trust Company, as Documentation Agent pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the **"Lender Interest Rate Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, **"Interest Rate Exchangers"**); and

**WHEREAS**, pursuant to the terms of a Pledge and Security Agreement dated as of June 30, 2000 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the **"Trademark**

XV-I-1

Grant of Trademark  
Security Interest

**Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

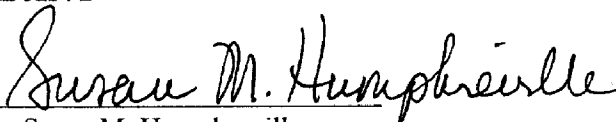
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of October 31, 2001.

**TARGET MEDIA PARTNERS OPERATING  
COMPANY**

By: 

Name: Susan M. Humphreville

Title: Chief Financial Officer & Assistant Secretary

XV-I-3

Grant of Trademark  
Security Interest

## Exhibit A

### U. S. Trademarks

<u>Registered Owner</u>	<u>Trademark Description</u>		<u>Number</u>	<u>Date</u>
U. S. Trademarks Target Media Partners Operating Company	Quik Quarter		1,237,291	5/10/83

### State Trademarks

Target Media Partners Operating Company	Dandy Dime Buyer's Guide (trademark)	Arizona	034673	11/17/94
Target Media Partners Operating Company	Dandy Dime Buyer's Guide (tradenam	Arizona	097022	8/8/90
Target Media Partners Operating Company	Dandy Dime Want Ads (tradenam	Arizona	097023	8/8/90