

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
Vanguard Media, Inc.		07/29/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Provender Opportunities Fund II, L.P.
Street Address:	17 State Street
Internal Address:	39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number
Serial Number:	76151232
Serial Number:	76148101
Serial Number:	76119289
Serial Number:	76119284
Serial Number:	76093069
Serial Number:	76093070
Serial Number:	76093071
Serial Number:	76043463
Serial Number:	76144115
Serial Number:	76155077
Serial Number:	78172933
Serial Number:	76151230
Serial Number:	76044233
Serial Number:	76044232

TRADEMARK

REEL: 002695 FRAME: 0620

900001379

CH \$715.00 76151232

Registration Number:	2187274
Registration Number:	1783719
Registration Number:	2346123
Registration Number:	1788134
Registration Number:	2234554
Registration Number:	1802718
Registration Number:	2258144
Registration Number:	2379624
Registration Number:	2385591
Registration Number:	2583363
Registration Number:	2589452
Registration Number:	2499734
Registration Number:	2587642
Registration Number:	2587641

CORRESPONDENCE DATA

Fax Number: (312)660-0621
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-861-2000
 Email: dgasiorowski@kirkland.com
 Correspondent Name: Kirkland & Ellis LLP
 Address Line 1: 200 East Randolph Drive
 Address Line 2: Suite 5300
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	37836-2 PROVENDER-VANGUAR
NAME OF SUBMITTER:	Donna R. Gasiorowski

Total Attachments: 10
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TRADEMARK SECURITY INTEREST AND CONDITIONAL ASSIGNMENT

THIS TRADEMARK SECURITY INTEREST AND CONDITIONAL ASSIGNMENT ("Trademark Security Agreement") is made and entered into as of this 29th day of July, 2003 ("Effective Date"), by and between VANGUARDE MEDIA, INC., a Delaware corporation (the "Grantor"), and PROVENDER OPPORTUNITIES FUND II, L.P., a Delaware limited partnership, (hereinafter "Grantee").

WHEREAS, Grantor and Grantee have entered into that certain Revolving Secured Promissory Note (the "Note") and that certain Security Agreement (the "Security Agreement") each dated as of July 29, 2003 pursuant to which Grantor has granted security in and has agreed to conditionally assign to Grantee certain assets relating to the intellectual property of Grantor's business, including, without limitation, all the right, title and interest in and to: (a) those United States trademark registrations and applications identified and set forth on Schedule A; (b) those foreign trademark registrations and applications identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

WHEREAS, Grantor is the sole and exclusive owner of the entire right, title and interest in, to and under those Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against and hereby sells, conveys, transfers, assigns, and delivers unto Grantee, its successors and assigns, effective upon notice from Grantee following the occurrence of an Event of Default (as defined in the Security Agreement), the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the

Marks are used, for the United States and for all other countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States or any other countries, now or hereafter in effect, for Grantee's own use and enjoyment, and for the use and enjoyment of Grantee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Grantor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all legal privileges associated with the Marks, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for the benefit of the Grantee to secure payment of all amounts owing under the Note.

Grantor authorizes and requests the Commissioner of Patents and Trademarks in the United States and the appropriate authorities in all other countries to record Grantee as a holder of security interest in and conditional assignee of the Marks.

This Trademark Security Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted to Grantee under the Security Agreement. The security interest and conditional assignment granted herein are a supplement to, and not in limitation of, such security interest. The Security Agreement and all Grantee's rights and remedies thereunder shall remain in full force and effect in accordance with its terms. The Grantor further acknowledges that all rights and remedies of the Grantee hereunder are more fully set forth in the Security Agreement, the terms and provisions of which (including the

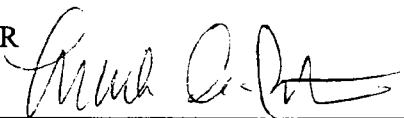
remedies provided for therein) are incorporated herein by reference as if fully set forth herein. To the extent any provision herein is inconsistent with the Security Agreement or the Note the provisions of the Security Agreement or Note shall control.

* * * *

IN TESTIMONY WHEREOF, the Grantor and Grantee have caused this Trademark Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of July, 2003.

GRANTOR

By:



Name: Mark A. Peterson

Title: Chief Operating Officer

GRANTEE

By:

Provender Partners II, LLC

Its:

General Partner

By:

Name: Frederick O. Terrell

Title: Principal

By:

Name: Derek K. Jones

Title: Principal

STATE OF New York)
COUNTY OF Kings) ss.:

On this 29th day of July, 2003, there appeared before me
Mark A Peterson, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.



Notary Public

REYNALDO JOSEPH CARCANÁ
Notary Public, State of New York
01CA6083908
Qualified in Kings County
Commission Expires 11/25/2006

STATE OF)
COUNTY OF) ss.:

On this 29th day of July, 2003, there appeared before me
_____, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
_____.

Notary Public

IN TESTIMONY WHEREOF, the Grantor and Grantee have caused this Trademark Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 29th day of July, 2003.

GRANTOR

By: _____
Name: Mark A. Peterson
Title: Chief Operating Officer

GRANTEE

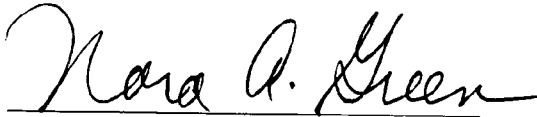
By: Provender Partners II, LLC
Its: General Partner

By: _____
Name: Frederick O. Terrell
Title: Principal

By: _____
Name: ~~Derek K~~ Jones
Title: Principal

STATE OF)
COUNTY OF) ss.:

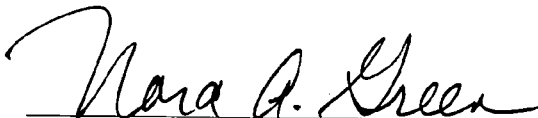
On this 29th day of July, 2003, there appeared before me
Frederick Terrell, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Provender Partners II, LLC.


Notary Public

NORA A. GREEN
NOTARY PUBLIC, State of New York
No. 01GR4855329
Qualified in Essex County
Commission Expires March 24,

STATE OF)
COUNTY OF) ss.:

On this 29th day of July, 2003, there appeared before me
Derek Jones, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Provender Partners II, LLC.


Notary Public

NORA A. GREEN
NOTARY PUBLIC, State of New York
No. 01GR4855329
Qualified in Essex County
Commission Expires March 24,

**SCHEDULE A
TO
TRADEMARK SECURITY INTEREST
AND CONDITIONAL ASSIGNMENT**

PENDING MARKS

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Appln. #</u>	<u>Class(es)</u>
United States	ACCESS THE STRENGTH OF STREET KNOWLEDGE	10/20/00	76/151,232	41
United States	ACCESS THE STRENGTH OF STREET KNOWLEDGE	10/17/01	76/148,101	42
United States	ENTERDEX	8/29/00	76/119,289	35
United States	LATINO IMPACT	8/29/00	76/119,284	38
United States	SAVOY	7/20/00	76/093,069	35
United States	SAVOY	7/20/00	76/093,070	38
United States	SAVOY	7/20/00	76/093,071	41
United States	SAVOY	5/5/00	76/043,463	42
United States	SIDEHUSTLE	10/10/00	76/144,115	42
United States	SIDEHUSTLE LOGO	10/26/00	76/155,077	42
United States	URBANIQ	10/10/02	78/172,933	42
United States	URBANIQ	10/20/00	76/151,230	35
United States	VANGUARDE'S SAVOY	5/8/00	76/044,233	16
United States	VANGUARDE'S SAVOY	5/8/00	76/044,232	42

**SCHEDULE A
TO
TRADEMARK SECURITY INTEREST
AND CONDITIONAL ASSIGNMENT**

REGISTERED U.S. MARKS

<u>Country</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Class(es)</u>
United States	BET WEEKEND	9/9/98	2,187,274	16, 42
United States	BLACK AMERICA'S NEWSMAGAZINE	7/20/93	1,783,719	16
United States	CODE	4/25/00	2,346,123	16
United States	EMERGE	8/17/93	1,788,134	16
United States	EMERGING IDEAS FORUM	3/23/99	2,234,554	41
United States	HEART & SOUL	11/5/93	1,802,718	16
United States	HONEY	6/29/99	2,258,144	16
United States	IMPACT	8/20/00	2,379,624	16
United States	IMPACT SUPER SUMMIT	9/12/00	2,385,591	41
United States	SAVOY	6/18/02	2,583,363	16
United States	SAVOY	7/2/02	2,589,452	42
United States	THE HEART AND SOUL EXCLUSIVE SPA TOUR	10/23/01	2,499,734	39
United States	URBANIQ	7/2/02	2,587,642	35
United States	URBANIQ LOGO	7/2/02	2,587,641	35

**SCHEDULE A
TO
TRADEMARK SECURITY INTEREST
AND CONDITIONAL ASSIGNMENT**

REGISTERED FOREIGN MARKS

<u>Country</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Class(es)</u>
United Kingdom	HONEY	7/8/60	B808056	16
United Kingdom	HONEY	5/24/02	2188987	16