

10-16-03

Form PTO-1594
(Rev. 03/01)
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06-16-2003

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



To the Honorable Commissioner of F

102473676

and original documents or copy thereof.

1. Name of conveying party(ies):

Money Mailer, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other a DE limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 05/30/2003

2. Name and address of receiving party(ies)

Name: MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business

Financial Services Inc., as Agent

Street Address: 222 N. LaSalle Street, 16th Fl

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a division of a DE corporation

If 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) 76/472,885;
76/435,351

B. Trademark Registration No.(s) 1,215,176

Additional number(s) attached Yes No

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

Name: _____

Internal Address: K... senman

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202 783 2700

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

06/17/2003 8TDM11 00000045 76472885

01 FC: 4521
02 FC: 4522

40.00 DP
425.00 DP

Penelope Johnson
Name of Person Signing

Penelope Johnson
Signature

06/12/03
Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002754 FRAME: 0518

Item #4B. (Continued)

Registration Numbers

1,828,510
2,016,301
2,117,628
2,179,898
2,472,507
2,613,673
2,278,143
2,544,598
2,138,190
2,185,903
2,354,477
2,603,057
2,383,299
2,082,272
1,204,781

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of May, 2003 by Money Mailer, LLC, a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee, among others, are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, certain of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit 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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or 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 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.

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

MONEY MAILER, LLC, a Delaware limited liability company

By: 

Name: GODFRED P. VOTUTEY

Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: 

Jason J. Swanson

Its: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Money Mailer Logo	1,215,176	11/2/82
Money Mailer Logo (Stacked MM)	1,828,510	03/29/94
Home At Last (& Design)	2,016,301	11/12/96
SmartZones	2,117,628	12/2/97
PrinterNet	2,179,898	8/11/98
Selected Audience Systems	2,472,507	07/24/01
"Like Getting Money In Your Mailbox"	2,613,673	09/30/02
"Helping Business <u>Get</u> and <u>Keep</u> More Customers"	2,278,143	09/14/99
Your Market Place of Values	2,544,598	03/5/02
H.O.T.! Coupons Anywhere, Anytime, Just Click, Print & Go	2,138,190	2/24/98
H.O.T! Coupons Network	2,185,903	09/01/98
@d.ease	2,354,477	04/06/00
Just for Families	2,603,057	07/30/02
iwant2win.com	2,383,299	09/05/00
HomeFront Calendar	2,082,272	07/22/97
MM	1,204,781	08/10/02

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
AdBooks	76-472885	12/9/02
We're Growing Places	76-435351	07/29/02