

03-19-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

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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): Randall Publishing Company, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation Internal Address:

Street Address: 2325 Lakeview Parkway City: Alpharetta State: GA Zip: 30004

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: MARCH 12, 2004

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

A. Trademark Application No.(s) 78-324,804

B. Trademark Registration No.(s) 2,449,446

Additional number(s) attached Yes No

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

Name: Terry Burston, Esq.

Internal Address: King & Spalding LLP Suite 4900

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41) \$ 1,135.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

Terry Burston Name of Person Signing

Signature

3/18/04 Date

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

03/19/2004 6TUM11 00000030 78324804 01 FC:8521 40.00 00 02 FC:8522 120.00 00 03 FC:8523

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARKS REGISTRATIONS**

Registered Marks

Mark	Reg. No.	Reg. Date
AWARD COMPANY OF AMERICA	2,499,446	10/23/2001
Build Your Business Build Your Dreams	2,479,898	8/21/2001
COMMERCIAL CARRIER JOURNAL	1,844,410	7/12/1994
COMMERCIAL CARRIER JOURNAL	1,271,293	3/20/1984
Contractors Market Center (stylized)	1,323,147	3/5/1985
Drive	1,513,579	11/22/1988
Equipment World	1,588,818	3/27/1990
ETRUCKER	2,586,735	6/25/2002
Everything Trucking	2,471,597	7/24/2001
MODERN WOODWORKING	2,167,607	7/23/1998
MOTOR MEDIA	2,359,114	6/20/2000
Overdrive	1,231,069	3/15/1983
Overdrive	1,618,038	10/16/1990
Overdrive (stylized letters)	1,463,441	11/3/1987
OVERDRIVE TOP TEN COUNTDOWN	2,150,325	4/14/1998
Overdrive Trucking News	1,622,952	11/13/1990
Overdrive Trucking Opportunities	2,485,051	9/4/2001
OWNER OPERATOR	0,936,648	6/27/1972
PARTNERS IN BUSINESS	2,326,899	3/7/2000
PB and design	2,645,150	11/5/2002
Pride & Polish	1,667,220	12/3/1991
R CONSTRUCTION MEDIA GROUP A RANDALL COMPANY	2,594,299	7/16/2002
R RANDALL'S TRUCK MARKETPLACE THE PLACE TO BUY AND SELL TRUCKS, TRAILERS	2,542,516	2/26/2002
Randall Publishing RP and design	1,550,105	8/1/1989
RENT SMART	2,205,821	11/24/1998
RPC design	2,671,639	1/7/2003
The Evaluator	2,549,497	3/19/2002
Top Bid and design	1,498,622	8/2/1988
Trenchless.com	2,515,930	12/4/2001
Truckers Against Drugs	2,671,034	1/7/2003
TRUCKSTOPS EXPRESS	2,456,685	6/5/2001
TRUCKSTOPS EXPRESS	2,484,253	9/4/2001
Voice of the American Trucker	2,394,452	10/10/2000
WHO' S WHO AMONG STUDENTS IN AMERICAN	2,553,340	3/26/2002

JUNIOR COLLEGES		
WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES AND COLLEGES	2,537,095	2/5/2002
Who's Who Among Students in American Junior Colleges	1,482,308	3/29/1988
Who's Who Among Students in American Universities & Colleges	1,482,309	3/29/1988

Applications

Mark	App. No.	App. Date
COMPANY DRIVER	78-324,804	11/7/2003
PARTNERS	76-136,737	9/27/2000
Truckers News	78-307,860	10/1/2003

Licenses

1. Trademark License Agreement among NATSO, Inc., North River Publishing Co., Inc. and Randall Publishing Company, Inc. dated as of June 30, 2003
2. Data Licensing Agreement between Randall Publishing Company, Inc. and Spec Check US, LLC dated December 15, 2003
3. Web-linking agreements that provide limited cross-licenses of trademarks.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2004 by RANDALL PUBLISHING COMPANY, INC., an Alabama corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations 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 Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security 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 Annex A thereto to the Credit 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 (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY 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 Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MarkReg. No.Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement