

D\$

09-12-2003

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼



102549799

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

1. Name of conveying party(ies): 9-8-03
Trucker's Connection, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State a Delaware corporation
 Other _____

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

2. Name and address of receiving party(ies)
 Name Wells Fargo Bank, National Association as Administrative Agent
 Internal
 Address: MAC N9305-072

Street Address: Sixth and Marquette
 City: Minneapolis State: MN Zip: 55479

Individual(s) citizenship _____
 Association U.S. National 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
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 30, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 1,844,421

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: David Pierce, Esq.
 Internal Address: _____
O'Melveny & Myers LLP
25th Floor
 Street Address: 275 Battery Street
 City: San Francisco State: CA Zip: 94111

7. Total fee (37 CFR 3.41).....\$ 40.00
 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.

David Pierce, Esq.
 Name of Person Signing

Signature

9/2/03
 Date

Total number of pages including cover sheet, attachments, and document: 6

09/11/2003 BYTRM 0000036 1844421

01 FC:0521

40.00 DP

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

SF1:[kth desktop]

TRADEMARK
 REEL: 002823 FRAME: 0034

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Trucker's Connection, Inc., a Delaware 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, Target Media Partners Operating Company, a Nevada corporation ("**Company**"), has entered into an Amended and Restated Credit Agreement dated as of July 30, 2003 (said Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, 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**"), and General Electric Capital Corporation, as syndication 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 Company; and

WHEREAS, Company 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, Grantor has executed and delivered that certain Amended and Restated Subsidiary Guaranty dated as of July 30, 2003 (said Amended and Restated Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and]

WHEREAS, pursuant to the terms of a Amended and Restated Pledge and Security Agreement dated as of July 30, 2003 (said Amended and Restated Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has 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,

XIII-I-1

Grant of Trademark
Security Interest

SF1:520900.1

TRADEMARK
REEL: 002823 FRAME: 0035

to evidence further the security interest granted by Grantor to Secured Party pursuant to 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, without limitation, the trademarks set forth on Schedule A annexed hereto) (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, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (the **"Trademark 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, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; 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, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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 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 the 30th day of July, 2003.

By: Susan Humphreys

Name: _____

Title: _____

STATE OF California)


)

COUNTY OF Los Angeles)

On July 29, 2004, before me,
Julia S. Shapiro, a Notary Public in and for said State, personally appeared
~~Susan Langhorne~~, personally known to me (~~or proved to me on the basis of satisfactory evidence~~)
to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged
to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by
~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity on behalf of which the
person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____


Julia S. Shapiro

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration/Appl. Date</u>
Trucker's Connection, Inc.	Trucker's Connection	1844421	7/12/94

XIII-I-A-1

SF1:520900.1

RECORDED: 09/09/2003

**TRADEMARK
REEL: 002823 FRAME: 0039**