

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
CurtCo Robb Media, LLC		06/25/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78183404	ROBB REPORT CONCOURS
Serial Number:	78183407	ROBB REPORT CONCOURS QUARTERLY
Serial Number:	76390135	FOR THE LUXURY LIFESTYLE
Serial Number:	78262344	MOTORCYCLING
Registration Number:	1750085	THE ROBB REPORT
Registration Number:	2822145	THE ROBB REPORT COLLECTION

CORRESPONDENCE DATA

Fax Number: (404)602-8670

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4185

Email: HWRITM@hunton.com

Correspondent Name: Greta T. Griffith

Address Line 1: 600 Peachtree Street, NE

Address Line 2: Suite 4100, Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308

TRADEMARK

900009621

REEL: 002880 FRAME: 0388

CH \$165.00 78183404

ATTORNEY DOCKET NUMBER:

64504.30

NAME OF SUBMITTER:

Shannon Adkins

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2004, by CURTCO ROBB MEDIA, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware 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 to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of 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; provided, that, such security interest shall extend to "intent-to-use" applications upon the earlier of an amendment to allege use or issuance of a registration;

(b) all reissues, continuations, renewals 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;

(d) any claim by Grantor against third parties for past, present or future (i) infringement 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; and

(e) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for and rents and profits of each of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens granted to Agent, for itself and the benefit Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens 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]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CURTCO ROBB MEDIA, LLC

By: _____
Name: _____
Title: _____

Chris Fabian
SUP CFO

ACCEPTED AND ACKNOWLEDGED BY:

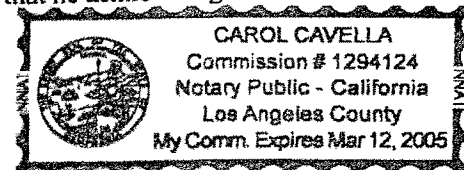
GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Raymond N. Shu, its Duly Authorized
Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA
COUNTY OF Los Angeles ss.

On this 18th day of June, 2004 before me personally appeared CHRIS FABIAN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CURTCO ROBB MEDIA, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.



{seal}

Carol Cavella

Notary Public

[Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CURTCO ROBB MEDIA, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Raymond N. Shu, its Duly Authorized
Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2004 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CURTCO ROBB MEDIA, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

[Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(Active Marks)

Trademark	Serial No./ Application No.	File Date	Trademark Effective Date	Registration No.
Robb Report Concours	78/183,404	11/08/02		
Robb Report Concours Quarterly	78/183,407	11/08/02		
For the Luxury Lifestyle	76/390,135	04/02/02		
Motorcycling	78/262,344	06/13/03		
The Robb Report	74/200,605	09/04/91	02/02/93	1750085
The Robb Report Collection	76/369,504	02/07/02	3/16/04	2822145