

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
Thunder Media, Inc.		07/29/2004	CORPORATION: 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: 1

Property Type	Number	Word Mark
Serial Number:	76333477	THUNDER DEALS ON TEXAS WHEELS

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 30308-2216

ATTORNEY DOCKET NUMBER: 64504.30

NAME OF SUBMITTER: Shannon Adkins

Total Attachments: 5

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TRADEMARK

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REEL: 002964 FRAME: 0127

CH 76333477 \$40.00

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TRADEMARK SECURITY AGREEMENT
(U.S. Marks)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made and entered into as of July 29, 2004, by **THUNDER MEDIA, INC.**, a Delaware Corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

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

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, the mutual covenants herein contained and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings ascribed to such terms in the Credit Agreement or in Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete repayment and performance of the Borrower's Obligations under the Credit Agreement and other Loan Documents, 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, without limitation, 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, and (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.

4. TERMINATION. This Trademark Security Agreement shall automatically terminate upon the Termination Date.

[signatures appear on the following page]

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

THUNDER MEDIA, INC., as Grantor

By: [Signature]
Jeremy L. Halbreich, President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
COUNTY OF Dallas) ss.

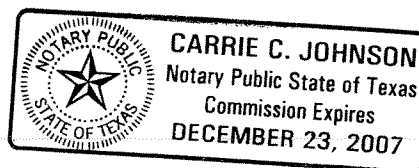
On this 27th day of July, 2004 before me personally appeared Jeremy L. Halbreich, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of THUNDER MEDIA, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent



By: _____
Philip S. Cox
Duly Authorized Signatory

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

THUNDER MEDIA, INC., as Grantor

By: _____
Jeremy L. Halbreich, President

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
COUNTY OF _____) ss.

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

Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Philip S. Cox
Philip S. Cox
Duly Authorized Signatory

Schedule I
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark Name</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Thunder Deals on Texas Wheels	U.S. 76/333,477		November 1, 2001