

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
Vendome Group, LLC		01/05/2005	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: 15			
Property Type	Number	Word Mark	
Registration Number:	1170168	APARTMENT LAW INSIDER	
Registration Number:	2318585	ASSISTED HOUSING FINANCIAL MANAGEMENT INSIDER	
Registration Number:	1879207	ASSISTED HOUSING MANAGEMENT INSIDER	
Registration Number:	1269834	COMMERCIAL LEASE LAW INSIDER	
Registration Number:	2841823	COMMERCIAL TENANT'S LEASE INSIDER	
Registration Number:	2696693	COMMUNITY ASSOCIATION MANAGEMENT INSIDER	
Registration Number:	2457628	FAIR HOUSING COACH	
Registration Number:	1577720	LANDLORD VS. TENANT/NYC	
Registration Number:	2094859	PROFESSIONAL APARTMENT MANAGEMENT	
Registration Number:	2072337	SHOPPING CENTER MANAGEMENT INSIDER	
Registration Number:	2394170	TAX CREDIT HOUSING MANAGEMENT INSIDER	
Registration Number:	2601161	CONTRACTOR'S BUSINESS STRATEGIST	
Registration Number:	2456451	PROPERTY MANAGER'S PROTECTOR	

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TRADEMARK
 REEL: 003003 FRAME: 0618

Registration Number:	1720270	NURSING HOMES LONG TERM CARE MANAGEMENT
Serial Number:	76553012	PROFESSIONAL OFFICE BUILDING MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (404)572-5149

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

Phone: 404-572-2611

Email: vfitzpatrick@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 191 Peachtree Street

Address Line 2: c/o Vandy F. Fitzpatrick

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Vandy F. Fitzpatrick
Signature:	/s/ Vandy F. Fitzpatrick
Date:	01/06/2005

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2005, by VENDOME GROUP, 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 Amended and Restated 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 Reaffirmation of Holdings Guaranty, Security Agreement and Pledge 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 "Reaffirmation Agreement");

WHEREAS, pursuant to the Reaffirmation 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 Reaffirmation 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 Reaffirmation 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.

VENDOME GROUP, LLC

By: Vendome Associates, LLC, its Sole Member

By: Peter O. Wilde, Jr.
Name: Peter O. Wilde, Jr.
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Rhode Island
COUNTY OF Providence ss.

On this 31st day of December, 2003, before me personally appeared Peter O. Wilde, Jr., proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vendome Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Larry J. Lee
Notary Public
(seal)

Expires: 7/25/05

[Signature Page to 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.

VENDOME GROUP, LLC

By: Vendome Associates, LLC, its Sole Member

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: Karp

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of January, 2005, 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 Vendome Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

{seal}

Expires:

[Signature Page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MarkReg. No.Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered Trademarks:

<u>Real Estate Line Newsletters</u>	<u>Trademark</u>	
Apartment Law Insider	Ser. # 73248571 Reg. # 1170168 Filed: 02/04/1980 Issued: 9/22/1981	
Assisted Housing Financial Management Insider	Ser. # 75584034 Reg. # 2318585 Filed: 11/06/1998 Issued: 2/15/2000	
Assisted Housing Management Insider	Ser. # 74420822 Reg. # 1879207 Filed: 8/05/1998 Issued: 02/14/1995	
Commercial Lease Law Insider	Ser. # 73410899 Reg. # 1269834 Filed: 1/25/1983 Issued: 03/13/1984	
Commercial Tenant's Lease Insider	Ser. # 78211910 Reg. # 2841823 Filed: 2/06/2003 Issued: 05/11/2004	
Community Association Management Insider	Ser. # 78057387 Reg. # 2696693 Filed: 4/09/2001 Issued: 03/11/2003	
Fair Housing Coach	Ser. # 75385775 Reg. # 2457628 Filed: 11/06/1997 Issued: 06/05/2001	
Landlord v. Tenant/NYC	Ser. # 73752893 Reg. # 1577720 Filed: 9/16/1988 Issued: 01/16/1990	
Professional Apartment Management	Ser. # 75149608 Reg. # 2094859 Filed: 8/12/1996 Issued: 09/09/1997	

<u>Real Estate Line Newsletters</u>	<u>Trademark</u>	
Shopping Center Management Insider	Ser. # 74652147 Reg. # 2072337 Filed: 3/27/1995 Issued: 06/17/1997	
Tax Credit Housing Management Insider	Ser. # 75595988 Reg. # 2394170 Filed: 11/23/1998 Issued: 10/10/2000	
Contractor's Business Strategist*	Ser. # 78039684 Reg. # 2601161 Filed: 12/18/2000 Issued: 07/30/2002	
Property Manager's Protector*	Ser. # 75899726 Filed: 01/21/2000 Reg. # 2456451 Issued: 05/29/2001	
<u>Healthcare Related Trademarks</u>	<u>Trademark</u>	
Nursing Homes Long Term Management (Stylized)	Reg. # 1,720,270 Issued: 09/29/1992	

*The trademarks that are the subject of these registrations are not currently in use because the publications with which they were previously associated are now defunct.

Trademark Applications:

Professional Office Business Management	Ser. # 76553012 Filed: 09/30/03	
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Copyright Applications:

None.

Trademark Licenses:

Intranet Site-License Agreements. Grantor has granted a license in the form of a right to publish each current month's issue of the Fair Housing Coach Newsletter on the following companies' intranet accounts for the following number of users:

Company	Number of Licensed Users	License Term
Village Green Management Company	100	June 2004-May 2005
Boston Land Company	40	June 2004-May 2005
Royal American Management	140	September 2003-August 2004
USA Multifamily Mgmt. Inc.	52	July 2004-June 2005

Grantor has granted a license in the form of a right to publish each current month's issue of the Landlord v. Tenant (LVT) and Apartment Law Insider (ALI) Newsletters on the following company's intranet accounts for the following number of users:

Company	Number of Licensed Users	License Term
H P D Litigation	40 (LVT) 40 (ALI)	March 2004-February 2005

Grantor has granted a license in the form of a right to publish each current month's issue of the Assisted Housing Management Insider Newsletter on the following company's intranet accounts for the following number of users:

Company	Number of Licensed Users	License Term
National Church Residence	250	February 2004-January 2005

Borrower has granted a license in the form of a right to publish each current month's issue of the Commercial Lease Law Insider Newsletter on the following company's intranet accounts for the following number of users:

Company	Number of Licensed Users	License Term
Somenschein	20	May 2004-May 2005

Unregistered Trademarks:

Construction Company Strategist
New York Co-Op & Condo Insider
NYC Apartment Management Checklist
Roof to Basement
Healthcare Design (Stylized)
ENT Ear Nose and Throat Journal
Behavioral Health Management
Medquest Communications
Design for Senior Environments