

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	01/03/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
M. Lee Smith Publishers, LLC		01/03/2005	Limited Liability Company: TENNESSEE

**RECEIVING PARTY DATA**

Name:	M. Lee Smith
Street Address:	5201 Virginia Way
City:	Brentwood
State/Country:	TENNESSEE
Postal Code:	37024
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78321734	HR HERO
Registration Number:	2539690	THEHREDGE
Registration Number:	2374935	DANGER ZONES FOR SUPERVISORS
Registration Number:	2273643	HUMAN RESOURCE HENRY
Registration Number:	2398905	
Registration Number:	2493749	HUMAN RESOURCE HENRY
Registration Number:	2275521	HR

**CORRESPONDENCE DATA**

Fax Number: (615)742-0410  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 615-742-7760  
 Email: trademarks@bassberry.com  
 Correspondent Name: Robert L. Brewer

CH \$190.00 78321734

Address Line 1: 315 Deaderick Street  
Address Line 2: Suite 2700  
Address Line 4: Nashville, TENNESSEE 37238

NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	01/06/2005

Total Attachments: 5  
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN (I) THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF JANUARY 3, 2005, AMONG THREE STRANDS, LLC, SPARTAN INVESTMENTS, LLC, GRANTOR, GRANTEE AND FIFTH THIRD BANK ("BANK") AND (II) THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF JANUARY 3, 2005, AMONG THREE STRANDS, LLC, SPARTAN INVESTMENTS, LLC, GRANTOR, GRANTEE, PRAIRIE CAPITAL III, L.P. ("PRAIRIE CAPITAL") AND PRAIRIE CAPITAL III QP, L.P. ("PRAIRIE QP;" PRAIRIE CAPITAL AND PRAIRIE QP ARE COLLECTIVELY REFERRED TO AS "PRAIRIE"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THREE STRANDS, LLC, SPARTAN INVESTMENTS, LLC, GRANTOR AND THEIR SUBSIDIARIES TO BANK PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED JANUARY 3, 2005, BETWEEN GRANTOR AND BANK AND THAT CERTAIN SUBORDINATED NOTE PURCHASE AGREEMENT DATED JANUARY 3, 2005, BETWEEN GRANTOR AND PRAIRIE, AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS, AS EACH OF THESE HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME; AND EACH ASSIGNEE OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF SAID SUBORDINATION AGREEMENTS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SUBORDINATION AGREEMENTS").

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 3rd day of January, 2005 by M. LEE SMITH PUBLISHERS, LLC, a Tennessee limited liability company ("Grantor"), in favor of M. LEE SMITH, an individual residing in Davidson County, Tennessee ("Grantee");

#### RECITALS:

A. Grantor and Grantee are parties to that certain Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which Grantee has loaned to Grantor the sum of \$8,750,000;

B. Grantor and Grantee are parties to that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which Grantor granted to Grantee a security interest in its Collateral, as defined therein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement or Security Agreement, as applicable.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service

**TRADEMARK**

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marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications, including but not limited to each trademark listed on Schedule 1 annexed hereto (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

3. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole owner of, or has the right to use, free from any liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than liens permitted under the Loan Agreement and Security Agreement), each Trademark;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the limited liability company power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Subject to the Subordination Agreements, Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Loan Agreement and Security Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Subject to the Subordination Agreements, during the existence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement, Note and Security have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks, the nonpreservation of which would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, and (iii) ensure that the Trademarks are and remain enforceable, except to the extent that failure to do so would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Any expenses incurred in connection with Grantor's obligations under this Section 7 shall be borne by Grantor.

8. Grantee's Right to Sue. During the existence of an Event of Default, subject to the Subordination Agreements, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 8.

9. Cumulative Remedies: Power of Attorney. All of Grantee's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement, Note or Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Subject to the Subordination Agreements, Grantor hereby authorizes Grantee during the existence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks, or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan Agreement, Note and Security Agreement have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Loan Agreement, Note or Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Grantee shall have in addition to all other rights and remedies given to it by the terms of this Agreement, the Loan Agreement, Note and Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Tennessee. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

M. LEE SMITH PUBLISHERS LLC

By: *Daniel M. O'Neal*  
Its: *Chief Manager*

Agreed and Accepted  
As of the Date First Written Above

M. Lee Smith  
M. LEE SMITH

**SCHEDULE 1**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>FEDERAL REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
theHRedge (stylized letters)	2539690	2/19/02
Danger Zones for Supervisors (words only)	2374935	8/8/00
Human Resource Henry (words only)	2273643	8/31/99
[Human Head Design]	2398905	10/31/00
Human Resource Henry (words & design)	2493749	10/2/01
HR (words & design)	2275521	9/7/99

**TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>APPLIED DATE</b>
HR Hero	78-321734	applied 10/31/03