

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Curtoo Robb Media, LLC		09/15/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78565830	ROBB REPORT HEALTH & WELLNESS	
Serial Number:	78529113	ROBB REPORT LUXURY HOME	
Serial Number:	78448671	ROBB REPORT MOTORCYCLING	
Serial Number:	78373917	ROBB REPORT VACATION HOMES	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4000		
Email:	lvirts@hunton.com		
Correspondent Name:	Greta T. Griffith, Esq.		
Address Line 1:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 2:	Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Greta T. Griffith		

CH \$115.00 78565830

Signature:

/s/Greta T. Griffith

Date:

09/19/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 15, 2005, by CURTCO ROBB MEDIA, LLC, a Delaware limited liability company ("Grantor"), located at 29160 Heathercliff Road, Suite 200, Malibu, California 90265, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent"), located at 2325 Lakeview Parkway, Suite 700, Alpharetta, Georgia 30004.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 25, 2004, 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 June 25, 2004 (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, certain Trademark Security Agreements and, pursuant to the First Amendment to Credit Agreement, dated on or about the date hereof (the "First Amendment"), between Grantor and Agent, Grantor is required to execute and deliver to Agent this Trademark Security Agreement as a condition precedent to the effectiveness of the First Amendment;

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]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Trademark	Serial No./Application No.	File Date	Trademark Effective Date	Registration No.
Robb Report Health & Wellness	78/565,830	02/11/05		Pending
Robb Report Luxury Home	78/529,113	12/08/04		Pending
Robb Report Motorcycling	78/448,671	07/07/04		Pending
Robb Report Vacation Homes	78/373,917	02/25/04		Pending

TRADEMARK LICENSES: None.