

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
Target Marketing, Inc.		12/07/2005	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 S. LaSalle St., Suite 640		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2222411	KEY	
Registration Number:	2574805	POSITION YOURSELF TO WIN	
Registration Number:	2533249	TARGET STATISTICAL ANALYSIS	
Registration Number:	2317601	TARGET USA	
Registration Number:	2317600	TM	
CORRESPONDENCE DATA			
Fax Number:	(312)269-8869		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3123468000		
Email:	bharaguchi@seyfarth.com		
Correspondent Name:	Bruce Haraguchi		
Address Line 1:	55 E. Monroe Street, Suite 4300		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Bruce Haraguchi		

OP \$140.00 2222411

Signature:	/Bruce Haraguchi/
Date:	12/07/2005
Total Attachments: 8 source=agreement_001#page1.tif source=agreement_001#page2.tif source=agreement_001#page3.tif source=agreement_001#page4.tif source=agreement_001#page5.tif source=agreement_001#page6.tif source=agreement_001#page7.tif source=agreement_001#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2005, is made by TARGET MARKETING, INC., a Missouri corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under and as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Guaranty and Collateral Agreement referenced below.

RECITALS

A. PlattForm Merger Sub, Inc., a Delaware corporation (the "Merger Subsidiary") and prior to the effectiveness of the merger described in the Credit Agreement, the "Company"), which shall be merged with and into PlattForm Advertising, Inc., a Kansas corporation ("PlattForm"), which shall be the surviving corporation following the effectiveness of the merger described in the Credit Agreement (as the survivor of such merger, the "Company"), the Lenders and the Administrative Agent are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company.

B. The Company, the Grantor and certain other parties have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent, pursuant to which the Secured Obligations are secured.

C. The Grantor is affiliated with the Company. The Grantor and the Company are engaged in interrelated businesses, and the Grantor will derive substantial direct and indirect benefit from extensions of credit under the Credit Agreement. It is a condition precedent to each Lender's obligation to extend credit under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of all the Lenders.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations.

In consideration of the mutual agreements set forth herein, the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

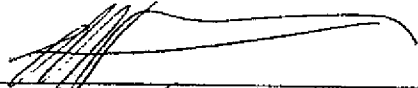
- (1) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each Patent, including, without limitation, each Patent referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

Schedule 1 lists all of the Trademark Collateral of the Grantor and Schedule 2 lists all of the Patent Collateral of the Grantor, in each case, as of the date of this Agreement. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor shall be deemed to have executed and delivered this Patent and Trademark Security Agreement upon the effectiveness of the Merger.

TARGET MARKETING, INC.

By: 
Title: CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

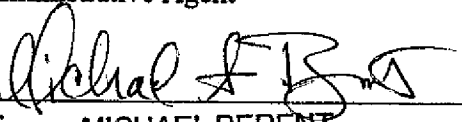
The Grantor shall be deemed to have executed and delivered this Patent and Trademark Security Agreement upon the effectiveness of the Merger.

TARGET MARKETING, INC.

By: _____
Title: _____

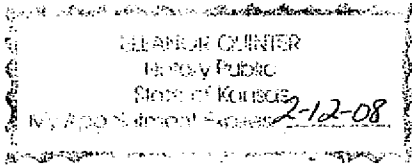
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Title: MICHAEL BERENT
First Vice President

STATE OF KS)
) ss
COUNTY OF JOHNSON)

On this 5 day of DEC, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Eleanor Quinter
Notary Public

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Trademark: Key Magazine

Serial Number: 75/343,268
Registration Number: 2,222,411
Country: United States of America
Classes: 16 Int.
Filing Date: August 19, 1997
Registration Date: February 9, 1999
Due Date: February 9, 2009

Trademark: Position Yourself to Win

Serial Number: 75/343,263
Registration Number: 2,574,805
Country: United States of America
Classes: 41 Int.
Filing Date: August 19, 1997
Registration Date: June 4, 2002
Due Date: June 4, 2008

Trademark: Target Statistical Analysis

Serial Number: 75/599,265
Registration Number: 2,533,249
Country: United States of America
Classes: 42 Int.
Filing Date: December 3, 1998
Registration Date: January 29, 2002
Due Date: January 29, 2008

Trademark: Target USA

Serial Number: 75/343,269
Registration Number: 2,317,601
Country: United States of America
Classes: 35 Int.
Filing Date: August 19, 1997
Registration Date: February 15, 2000
Due Date: February 15, 2006

Trademark: TM and Design

Serial Number: 75/343,267

Registration Number: 2,317,600

Country: United States of America

Classes: 35 Int.

Filing Date: August 19, 1997

Registration Date: February 15, 2000

Due Date: February 15, 2006

CHI 10980093.4

TRADEMARK

REEL: 003206 FRAME: 0299

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Licenses

None.

CHI 10980093.4

TRADEMARK

RECORDED: 12/07/2005

REEL: 003206 FRAME: 0300