

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		03/03/2006	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:	30004-1976
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2499446	AWARD COMPANY OF AMERICA
Registration Number:	2479898	BUILD YOUR BUSINESS BUILD YOUR DREAMS
Registration Number:	1844410	COMMERCIAL CARRIER JOURNAL
Registration Number:	1271293	COMMERCIAL CARRIER JOURNAL
Registration Number:	2896485	COMPANY DRIVER
Registration Number:	1513579	DRIVE
Registration Number:	1588818	EQUIPMENT WORLD
Registration Number:	2586735	ETRUCKER
Registration Number:	2471597	EVERYTHING TRUCKING
Registration Number:	2167607	MODERN WOODWORKING
Registration Number:	2359114	MOTOR MEDIA
Registration Number:	2783630	NATSO TRUCKERS NEWS
Registration Number:	1231069	OVERDRIVE

CH \$1165.00 2499446

Registration Number:	1618038	OVERDRIVE
Registration Number:	1463441	OVERDRIVE
Registration Number:	2150325	OVERDRIVE TOP TEN COUNTDOWN
Registration Number:	1622952	OVERDRIVE TRUCKING NEWS
Registration Number:	2485051	OVERDRIVE TRUCKING OPPORTUNITIES
Registration Number:	936648	OWNER OPERATOR
Registration Number:	2326899	PARTNERS IN BUSINESS
Registration Number:	2645150	PB
Registration Number:	1667220	PRIDE & POLISH
Registration Number:	2594299	R CONSTRUCTION MEDIA GROUP A RANDALL COMPANY
Registration Number:	2542516	R RANDALL'S TRUCK MARKETPLACE THE PLACETO BUY AND SELL TRUCKS, TRAILERS, PARTS AND SERVICES
Registration Number:	1550105	RANDALL PUBLISHING RP
Registration Number:	2671639	RPC
Registration Number:	2549497	THE EVALUATOR
Registration Number:	1498622	TOP BID
Registration Number:	2515930	TRENCHLESS.COM
Registration Number:	2671034	TRUCKERS AGAINST DRUGS
Registration Number:	2937831	TRUCKERS NEWS
Registration Number:	2456685	TRUCKSTOPS EXPRESS
Registration Number:	2484253	TRUCKSTOPS EXPRESS
Registration Number:	2394452	VOICE OF THE AMERICAN TRUCKER
Registration Number:	2553340	WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES
Registration Number:	1482308	WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES
Registration Number:	2537095	WHO' S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES AND COLLEGES
Registration Number:	1482309	WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES & COLLEGES
Serial Number:	78612770	CCJ
Serial Number:	78634274	CHANGING LANES
Serial Number:	78612574	THE GREAT AMERICAN TRUCKING SHOW
Serial Number:	78679362	THE VOICE OF THE AMERICAN TRUCKER
Serial Number:	78679367	THE VOICE OF THE AMERICAN TRUCKER
Serial Number:	78484280	TRUCKERPAGES

Serial Number:	78524518	TRUCKERS NEWS EN ESPAÑOL
Serial Number:	78717919	COMMERCIAL CARRIER UNIVERSITY

CORRESPONDENCE DATA

Fax Number: (404)572-2533
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: Jeffrey P. Balcita
Address Line 1: King & Spalding, LLP
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09611.009011
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/s/ Jeffrey P. Balcita
Date:	03/07/2006

Total Attachments: 5
source=Trademark Assignment-executed#page1.tif
source=Trademark Assignment-executed#page2.tif
source=Trademark Assignment-executed#page3.tif
source=Trademark Assignment-executed#page4.tif
source=Trademark Assignment-executed#page5.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT ("Assignment"), dated March 3, 2006, by **Heller Financial, Inc.**, a Delaware corporation, in its capacity as Agent for Lenders, and **General Electric Capital Corporation**, a Delaware corporation, as successor Agent for the Lenders.

WITNESSETH:

WHEREAS, **Randall-Reilly Publishing Company, LLC, f/k/a RPC Acquisition Company, LLC**, a Delaware limited liability company ("Borrower"), the other Credit Parties signatory thereto, the Lenders signatory thereto from time to time and Heller Financial, Inc. are parties to that certain Credit Agreement, dated as of November 1, 2005, as amended by the Joinder Agreement, Consent and First Amendment to Credit Agreement, dated as of January 31, 2006 and as further amended by that Second Amendment And Waiver To Credit Agreement, dated as of February 15, 2006 (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined herein have the meanings assigned to them in the Credit Agreement);

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of November 1, 2005, by Borrower in favor of Heller Financial, Inc., Borrower granted to Heller Financial, Inc., on behalf of itself and Lenders, a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether then existing or thereafter 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 Borrower 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; and

WHEREAS, pursuant that certain Second Amendment And Waiver To Credit Agreement ("Second Amendment") entered into as of February 15, 2006 ("Second Amendment Effective Date"), by and among Borrower, the other Credit Parties signatory thereto, the Lenders signatory thereto, Heller Financial, Inc. and General Electric Capital Corporation:

1. Heller Financial, Inc. resigned, effective as of the Second Amendment Effective Date, its position as Agent under the Credit Agreement and the other Loan Documents;

2. The Required Lenders appointed, effective as of the Second Amendment Effective Date, General Electric Capital Corporation as successor Agent under the

Credit Agreement and the other Loan Documents;

3. General Electric Capital Corporation, by signing the Second Amendment, accepted that appointment as successor Agent;

4. Borrower, by signing the Second Amendment, acknowledged the appointment of General Electric Capital Corporation as the successor Agent;

5. By virtue of the appointment of General Electric Capital Corporation as successor Agent and its acceptance of such position, General Electric Capital Corporation, as of the Second Amendment Effective Date, succeeded to and became vested with all the rights, powers, privileges and duties of Heller Financial, Inc. under the Credit Agreement and the other Loan Documents, and Heller Financial, Inc. has been discharged from all of its duties and obligations as Agent under the Credit Agreement and the other Loan Documents, except that General Electric Capital Corporation shall have no responsibility or liability for any actions taken or omitted to be taken by Heller Financial, Inc. as Agent under the Credit Agreement or the other Loan Documents; and


6. Heller Financial, Inc. is required to execute and deliver to General Electric Capital Corporation this Assignment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heller Financial, Inc. hereby assigns, conveys, and transfers unto General Electric Capital Corporation as successor Agent its entire continuing first priority security interest in all of Borrower's right, title and interest in, to and under the Trademark Collateral as specified in the Trademark Security Agreement. This Assignment is expressly made NUNC PRO TUNC to have the same legal force and effect as if executed on February 15, 2006.

[signature page follows]

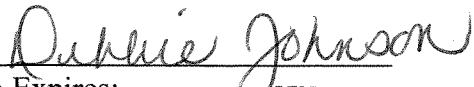
IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

HELLER FINANCIAL, INC.

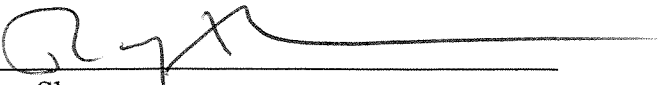
By: 
Ray Shu
Its Authorized Signatory

STATE OF GEORGIA
COUNTY OF FULTON

On this 3 day of March 2006, before me, a Notary Public in and for the State and County foresaid, personally appeared Ray Shu, known by me to be the person above named and an officer of Heller Financial, Inc., duly authorized to execute this Assignment on behalf of Heller Financial, Inc., who signed and executed the foregoing instrument on behalf of Heller Financial, Inc.

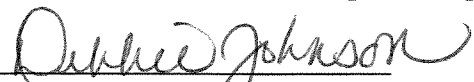
Notary Public: 
My Commission Expires: _____
DEBBIE JOHNSON
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 23, 2007

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Ray Shu
Its Authorized Signatory

STATE OF GEORGIA
COUNTY OF FULTON

On this 3 day of March 2006, before me, a Notary Public in and for the State and County foresaid, personally appeared Ray Shu, known by me to be the person above named and an officer of General Electric Capital Corporation, duly authorized to execute this Assignment on behalf of General Electric Capital Corporation, who signed and executed the foregoing instrument on behalf of General Electric Capital Corporation.

Notary Public: 
My Commission Expires: _____
DEBBIE JOHNSON
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 23, 2007

SCHEDULE I

Trademarks.

U.S. FEDERAL TRADEMARK REGISTRATIONS						
MARK	FILE DATE	APP. #	REG. DATE	REG. #	STATUS	CLASSES
AWARD COMPANY OF AMERICA	6/10/1999	75-726,214	10/23/2001	2,499,446	REGISTERED	35
BUILD YOUR BUSINESS BUILD YOUR DREAMS*	8/7/2000	76-105,480	8/21/2001	2,479,898	REGISTERED	41
COMMERCIAL CARRIER JOURNAL	7/19/1993	74-413,830	7/12/1994	1,844,410	REGISTERED	16
	9/30/1982	73-398,748	3/20/1984	1,271,293	REGISTERED	16
COMPANY DRIVER	11/7/2003	78-324,804	10/19/2004	2,896,485	REGISTERED	16
DRIVE*	4/15/1988	73-722,525	11/22/1988	1,513,579	REGISTERED	16
EQUIPMENT WORLD	6/29/1989	73-809,794	3/27/1990	1,588,818	REGISTERED	16
ETRUCKER	9/27/1999	75-808,897	6/25/2002	2,586,735	REGISTERED	39
EVERYTHING TRUCKING	7/11/2000	76-086,787	7/24/2001	2,471,597	REGISTERED	39
MODERN WOODWORKING	7/11/1997	75-306,802	7/23/1998	2,167,607	REGISTERED	16
MOTOR MEDIA	2/23/1998	75-438,210	6/20/2000	2,359,114	REGISTERED	35
NATSO TRUCKERS NEWS	7/16/2001	76-285,523	11/18/2003	2,783,630	REGISTERED	16
OVERDRIVE	3/19/1982	73-355,457	3/15/1983	1,231,069	REGISTERED	16
	8/28/1989	73-822,092	10/16/1990	1,618,038	REGISTERED	41
OVERDRIVE (STYLIZED LETTERS)	9/2/1986	73-617,840	11/3/1987	1,463,441	REGISTERED	16
OVERDRIVE TOP TEN COUNTDOWN	10/16/1996	75-181,924	4/14/1998	2,150,325	REGISTERED	41
OVERDRIVE TRUCKING NEWS	8/28/1989	73-822,280	11/13/1990	1,622,952	REGISTERED	41
OVERDRIVE TRUCKING OPPORTUNITIES*	8/8/2000	76-105,097	9/4/2001	2,485,051	REGISTERED	16,42
OWNER OPERATOR	9/29/1969	72-339,139	6/27/1972	0,936,648	REGISTERED	16
PARTNERS IN BUSINESS	6/10/1999	75-727,180	3/7/2000	2,326,899	REGISTERED	41
PB AND DESIGN	8/7/2000	76-105,495	11/5/2002	2,645,150	REGISTERED	16,41,42
PRIDE & POLISH	3/19/1990	74-040,081	12/3/1991	1,667,220	REGISTERED	35
R CONSTRUCTION MEDIA GROUP A RANDALL COMPANY	8/31/2001	76-308,203	7/16/2002	2,594,299	REGISTERED	35
R RANDALL'S TRUCK MARKETPLACE THE PLACE TO BUY AND SELL TRUCKS, TRAILERS, PARTS AND SERVICES*	7/7/2000	76-084,932	2/26/2002	2,542,516	REGISTERED	16
RANDALL PUBLISHING RP AND DESIGN	8/1/1988	73-743,256	8/1/1989	1,550,105	REGISTERED	16
RPC DESIGN	10/19/2001	76-327,949	1/7/2003	2,671,639	REGISTERED	09,16,35

THE EVALUATOR*	9/27/2000	76-136,424	3/19/2002	2,549,497	REGISTERED	09,16
TOP BID AND DESIGN	12/24/1987	73-702,677	8/2/1988	1,498,622	REGISTERED	16
TRENCHLESS.COM*	7/7/2000	76-084,962	12/4/2001	2,515,930	REGISTERED	16,42
TRUCKERS AGAINST DRUGS*	9/27/2000	76-136,681	1/7/2003	2,671,034	REGISTERED	42
TRUCKERS NEWS	10/1/2003	78-307,860	4/5/2005	2,937,831	REGISTERED	16
TRUCKSTOPS EXPRESS	3/29/1999	75-669,627	6/5/2001	2,456,685	REGISTERED	35,39
	3/29/1999	75-669,628	9/4/2001	2,484,253	REGISTERED	39,35
VOICE OF THE AMERICAN TRUCKER	6/17/1999	75-730,979	10/10/2000	2,394,452	REGISTERED	16
WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES	7/23/1999	75-759,146	3/26/2002	2,553,340	REGISTERED	36
	4/13/1987	73-654,682	3/29/1988	1,482,308	REGISTERED	16
WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES AND COLLEGES	7/23/1999	75-759,169	2/5/2002	2,537,095	REGISTERED	36
WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES & COLLEGES	4/13/1987	73-654,687	3/29/1988	1,482,309	REGISTERED	16

* These registrations are not supported by continued use and are due to be cancelled; Sellers make no claim as to ownership, validity or right to use these marks.

STATE TRADEMARK REGISTRATIONS				
MARK and STATE	REG. DATE	REG. #	STATUS	CLASSES
NORTHBROOK PUBLISHING COMPANY				
WISCONSIN	4/17/1996	32401184 (Serial #. - No Reg. # Available)	REGISTERED	42
THE GREAT AMERICAN TRUCKING SHOW				
TEXAS	4/24/2001	60271	REGISTERED	35

U.S. PENDING TRADEMARK APPLICATIONS						
MARK	FILE DATE	APP. #	REG. DATE	REG. #	STATUS	CLASSES
CCJ	4/20/2005	78-612,770			PENDING	16,42
CHANGING LANES	5/20/2005	78-634,274			PENDING (ITU)	16
THE GREAT AMERICAN TRUCKING SHOW	4/20/2005	78-612,574			PENDING	35
THE VOICE OF THE AMERICAN TRUCKER	7/27/2005	78-679,362			PENDING	16
	7/27/2005	78-679,367			PENDING	41
TRUCKERPAGES	9/15/2004	78-484,280			PENDING (ITU)	16
TRUCKERS NEWS EN ESPANOL	11/30/2004	78-524,518			PENDING (ITU)	16
COMMERCIAL CARRIER UNIVERSITY	09/21/2005	78-717,919			PENDING	16, 41
CANADIAN PENDING TRADEMARK APPLICATION						
MARK	FILE DATE	APP. #	REG. DATE	REG. #	STATUS	CLASSES
INNOVATOR OF THE YEAR	4/4/2005	1,252,844	TBD	TBD	PENDING	TBD