

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aspen Marketing Services, Inc.		02/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce acting through its New York Agency, as collateral agent
Street Address:	300 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2246334	AUTOPROVAL
Registration Number:	2446753	B12
Registration Number:	2383492	CALL 'N CARD
Registration Number:	1509047	LIFE LONG
Registration Number:	2064674	LL LIFELONG
Registration Number:	2034756	
Registration Number:	2108908	PREMIUMS THAT MEAN BUSINESS
Registration Number:	2534519	SEYMOUR OUTDOOR
Registration Number:	2247226	SMARTSPIFFS
Registration Number:	2229437	WORLD'S SMALLEST, MOST POWERFUL CLOCK RADIO

CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

CH \$265.00 2246334

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	04/06/2006

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of February 3, 2006, by Aspen Marketing Services, Inc., a Delaware corporation (the "Pledgor"), in favor of Canadian Imperial Bank of Commerce, acting through its New York Agency, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premise and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary herein, the lien and security interest created by this Agreement shall not extend to, and the term "Pledged Collateral" shall not include, any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon (i) the disposition of any Patents in accordance with the Credit Agreement or (ii) termination of the Security Agreement pursuant to Section 11.4 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the pledge, grant, lien and security interest in (A) such Trademarks (in the case of clause (i)) or (B) all Trademarks (in the case of clause (ii)).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMGI HOLDINGS, LLC

By: Aspen Marketing Holdings, Inc.,
its Sole Member

By: _____



Name: Fiore Di Novi

Title: Secretary + General Counsel

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

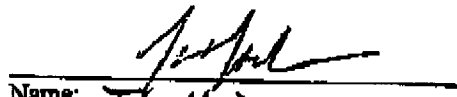
ASPEN MARKETING SERVICES, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,
acting through its New York Agency,
as Collateral Agent

By: 
Name: David F. O'Neil
Title: Authorized Signatory

By: 
Name: Tom MacFinn
Title: Authorized Signatory

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
AMSI	2,246,334	AUTOPROVAL (& DESIGN)
AMSI	2,446,753	B12 (& DESIGN)
AMSI	2,383,492	CALL 'N CARD
AMSI	1,509,047	LIFE LONG
AMSI	2,064,674	LL LIFELONG (& DESIGN)
AMSI	2,034,756	MISCELLANEOUS DESIGN
AMSI	2,108,908	PREMIUMS THAT MEAN BUSINESS
AMSI	2,534,519	SEYMOUR OUTDOOR
AMSI	2,247,226	SMARTSPIFFS
AMSI	2,229,437	WORLD'S SMALLEST, MOST POWERFUL CLOCK RADIO