

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
Business Guides, Inc.		03/16/2006	CORPORATION: NEW YORK
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: 2			
Property Type	Number	Word Mark	
Serial Number:	78674244	BUYERS OF MEN'S & BOY'S APPAREL	
Serial Number:	78674225	BUYERS OF WOMEN'S & CHILDREN'S APPAREL	
CORRESPONDENCE DATA			
Fax Number:	(404)602-9050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	lvirts@hunton.com		
Correspondent Name:	John R. Schneider, Esq.		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	Suite 4100, 600 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	64504.39		
NAME OF SUBMITTER:	John R. Schneider, Esq.		
Signature:	/s/John R. Schneider		

CH \$65.00 78674244

Date:

05/16/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2006, is made by BUSINESS GUIDES, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 31, 2005, by and among Grantor, the other Persons named therein as Borrowers and 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 made Loans to and incurred Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and 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, 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
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security

interest 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]

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

BUSINESS GUIDES, INC.

By: *Daniel J. Mills*
Name: DANIEL J. MILLS
Title: EXECUTIVE VICE PRESIDENT / CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York
COUNTY OF New York ss.

On this 17th day of April, 2006, before me personally appeared Daniel J. Mills, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Business Guides, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

HELEN DAMALAS
Notary Public, State of New York
No. 01DA6056172
Qualified in Queens County
Commission Expires March 19, 2007
{seal}

Helen Damalas
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Ellen D. Weaver
Title: Duly Authorized Signatory

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

BUSINESS GUIDES, INC.

By: _____
 Name:
 Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
 COUNTY OF _____)

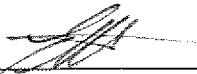
On this ____ day of March, 2006, before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Business Guides, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said company.

 Notary Public

{seal}

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
 CORPORATION, as Agent

By:  _____
 Name: Ellen D. Weaver
 Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(Business Guides – Additional Marks)

<u>Trademark Name</u>	<u>Registration #</u>	<u>Registration Date</u>
Buyers Of Men's & Boy's Apparel	Application #78/674,244	Application date July 20, 2005 Office Action Response due August 13, 2006
Buyers Of Women's & Children's Apparel	Application #78/674,225	Application date July 20, 2005 Office Action Response due August 9, 2006
Buyers Of Men's & Boy's Apparel (Canada)	Application# 126771900	Application date August 2, 2005 Response to Office Action due October 20, 2006
Buyers Of Women's & Children's Apparel (Canada)	Application# 126772000	Application date August 2, 2005 Response to Office Action due April 20, 2006
Directory Of Canadian Retailers & Distributors (Canada)	Application #81079400	Application date April 24, 1996 Abandoned