

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DailyCandy, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 25, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ares Capital Corporation, as Administrative Agent

Internal _____

Address: _____

Street Address: 280 Park Avenue, 22nd Floor

City: New York

State: NY

Country: USA Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Maryland
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2543900

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nicole Pappa

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford

State: CT Zip: 06103

Phone Number: 860-240-2834

Fax Number: 860-240-2518

Email Address: nicole.pappa@bingham.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8823
Expiration Date 10/07

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Nicole Pappa
Signature

06/01/06

Date

Nicole M. Pappa

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 2543900

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of May 25, 2006, and is entered into by **DAILY CANDY, INC.**, a Delaware corporation (the "Assignor"), in favor of **ARES CAPITAL CORPORATION** ("ARCC"), in its capacity as the Administrative Agent on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"), as each term is defined in the Credit Agreement (as defined below).

WHEREAS, pursuant to that Credit Agreement, dated as of May 25, 2006 (as amended, supplemented, amended and restated, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Daily Candy, Inc., a Delaware corporation (the "Borrower"), the various financial institutions and other Persons from time to time party thereto (collectively the "Lenders"), ARCC, as administrative agent (in such capacity, the "Administrative Agent"), and ARCC, as lead arranger, the Lenders have agreed to make certain Loans to or for the Borrower in the amounts and manner set forth in the Credit Agreement and the other Loan Documents (collectively, the "Credit").

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 25, 2006 (the "Security Agreement"), in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the "Collateral" (as defined in the Security Agreement).

WHEREAS, the Lenders are willing to make, extend and maintain the Credit to and for the benefit of the Borrower, but only upon the condition, among others, that the Assignor shall grant a security interest in favor of and to the Assignee, on behalf of and for the benefit of the Secured Parties, in and to, all of the Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the "Secured Obligations" (as such term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

1. Unless otherwise defined herein, the terms defined in the Credit Agreement are used herein as therein defined.
2. As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Administrative Agent and the Secured Parties to enter into the Credit Agreement and the other Loan Documents and to make, extend and maintain the Credit to and for the benefit of the Borrower upon the terms and subject to the conditions thereof, the Assignor hereby unconditionally grants, pledges and mortgages (but does not transfer title to) to

the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of the Assignor's rights, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on Schedules A and B hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

In addition, the Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks") The Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Security Agreement and the Security Agreement.

In addition to, and not by way of limitation of, the grant and pledge of the Trademarks, the Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Assignor's entire right, title and interest in and to the Trademarks; provided, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

Following the termination of the Security Agreement in accordance with its terms, the Trademarks and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and reassigned to the Assignor, and the Assignee will execute such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

IN WITNESS WHEREOF, each of the parties has caused this Trademark Security Agreement to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

DAILYCANDY, INC., a Delaware corporation

By: 

Name: Peter Sheinbaum

Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

ASSIGNEE:

**ARES CAPITAL CORPORATION, as
Administrative Agent**

By: 
Name: Michael Arougheti
Title: President

[Signature page to Trademark Security Agreement]

**Schedule A
U.S. Trademarks**

"DailyCandy"

Typed Drawing
Word Mark
Goods and Services
IC 041. US 100 101 107. G & S:

DAILYCANDY

Online entertainment services focused on urban dwellers, namely providing information in the field of gossip news, including information about merchandise, events, and services available in metropolitan areas.

Mark Drawing Code
Serial Number
Filing Date
Registration Number
Registration Date

(1) TYPED DRAWING
75877443
December 22, 1999
2543900
March 5, 2002

**Schedule B
Pending U.S. Trademarks**

None.

LEGAL_US_E# 70926024.1

Schedules to Trademark Security Agreement

RECORDED: 06/05/2006

TRADEMARK
REEL: 003322 FRAME: 0512