

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
Nielson & Bainbridge, LLC		05/25/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	National City Bank
Street Address:	National City Center, 629 Euclid Avenue
Internal Address:	Attention: Agency Services Group
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2553801	ALPHALINEN
Registration Number:	1153919	ALPHAMAT
Registration Number:	1153917	ALPHAMOUNT
Registration Number:	1236235	ALPHARAG
Registration Number:	3082293	ARCHIVART
Registration Number:	1016848	BAINBRIDGE
Registration Number:	2947682	BEVELACCENTS
Registration Number:	2340194	CANTERBURY MATBOARD
Registration Number:	3021530	CANYON
Registration Number:	3021550	CIRCA
Registration Number:	1439185	COLORWAVE
Registration Number:	2587304	CRAFT TAC
Registration Number:	1085803	FRAMEKIT

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Registration Number:	1287885	LETRASET
Registration Number:	1398286	LETRASET
Registration Number:	3033877	NATURAL ELEMENTS
Registration Number:	1305935	NIELSEN
Registration Number:	2566900	NIELSEN BAINBRIDGE
Registration Number:	2222717	NOVACORE
Registration Number:	2402424	NOVACORE WHITECORE
Registration Number:	1651515	NURRE CAXTON
Registration Number:	1653107	REFLECTIONS
Registration Number:	2886362	SPEEDMOUNT
Registration Number:	1706662	STUDIOTAC
Registration Number:	1612958	THERMALCOR
Registration Number:	1665865	WATERCOLORS
Registration Number:	2374023	THE METALWARE COLLECTION
Serial Number:	76654190	ADALIA
Serial Number:	76545376	ALPHA WEAVES
Serial Number:	78868368	ARCHIVAL PLUS
Serial Number:	76634205	ASTI
Serial Number:	76582591	CINTRA
Serial Number:	76653890	CORUM
Serial Number:	76628533	MONCADA
Serial Number:	76649621	NOCTURNE
Serial Number:	76631612	ONDA
Serial Number:	76629335	PALLADIO
Serial Number:	76628537	SALON
Serial Number:	76631000	ZEN

CORRESPONDENCE DATA

Fax Number: (216)579-0212
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jrmix@jonesday.com
Correspondent Name: Jones Day
Address Line 1: 901 Lakeside Ave.
Address Line 2: c/o James R. Mix, Legal Assistant
Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER: 49740-121070

NAME OF SUBMITTER:	James R. Mix
Signature:	/James R. Mix/
Date:	07/24/2006

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2006 (this "Agreement"), is made by between NIELSEN & BAINBRIDGE, LLC, a Delaware limited liability company (the "Grantor"), in favor of NATIONAL CITY BANK, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Creditors.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nielsen & Bainbridge, Inc., a Delaware corporation, the Grantor, W&B Marketing, Inc., a California corporation, Nurre Caxton Company, a Florida corporation (collectively, the "US Borrowers"), Nielsen & Bainbridge Holland Germany GmbH, a company organized under the laws of Germany (the "German Borrower" and, together with the US Borrowers, collectively, the "Borrowers"), the financial institutions named as lenders therein (herein, together with any other person that becomes a "Lender" under the Credit Agreement and the respective successors and assigns of such "Lenders", the "Lenders"), National City Bank, as a Lender, the Issuing Bank, the US Swing Line Lender, and as the Administrative Agent, the Collateral Agent, the Documentation Agent, the Lead Arranger and a Co-Agent, and General Electric Capital Corporation, as a Co-Agent and Syndication Agent, the Lenders will provide certain loans or advances or other extensions of credit to or for the benefit of the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (as amended, restated supplemented or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Collateral Agent a continuing security interest in, among other things, all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure performance of the Secured Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;
and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Creditor, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in, to and under the following ("Trademark Collateral");

- (a) all Marks, including each Mark and Mark application set forth in Schedule I;
- (b) all of the goodwill of the business connected with the use of, and symbolized by the foregoing;
- (c) the right to sue third parties for past, present and future infringements of any of the foregoing; and

(d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, the Trademark Collateral shall not include all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the PTO, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon the occurrence of an event pursuant to the Credit Agreement or Security Agreement that would result in the release of all or a portion of the Trademark Collateral from the security interest thereon, the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Trademark Collateral. Upon any such release, the Collateral Agent will, at the Grantor's sole expense, release without any representations, warranties or recourse of any kind whatsoever, all or such applicable portion of the Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Governing Law, Entire Agreement, etc. THIS SUPPLEMENT WILL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

NIELSEN & BAINBRIDGE, LLC

By: 
Name: Seth Hollander
Title: Vice President and Secretary

NATIONAL CITY BANK,
as Collateral Agent

By: _____
Name:
Title:

N&B LLC Trademark Security Agreement

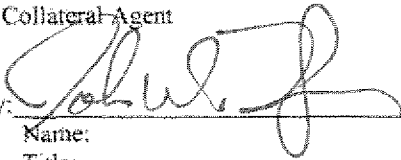
TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by their duly authorized officer as of the date first above written.

NIELSEN & BAINBRIDGE, LLC

By: _____
Name:
Title:

NATIONAL CITY BANK,
as Collateral Agent

By:  _____
Name:
Title:
John W. Thompson
Senior Vice President

SCHEDULE I
to N&B, LLC Trademark Security Agreement

Trademarks

Registered Trademarks

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	ALPHALINEN	76/011870	03/29/00	2553801	03/26/02	Registered	Nielsen & Bainbridge LLC
2.	ALPHAMAT	73/231417	09/14/79	1153919	05/12/81	Registered	Nielsen & Bainbridge LLC
3.	ALPHAMOUNT	73/231312	09/14/79	1153917	05/12/81	Registered	Nielsen & Bainbridge LLC
4.	ALPHARAG	73/327886	09/14/81	1236235	05/03/83	Registered	Nielsen & Bainbridge LLC
5.	ARCHIVART	78/611653	04/19/05	3082293	04/18/06	Registered	Nielsen & Bainbridge LLC
6.	BAINBRIDGE	73/017565	04/01/74	1016848	07/29/75	Registered	Nielsen & Bainbridge LLC
7.	BEVELACCENTS	78/232515	04/03/01	2947682	05/10/05	Registered	Nielsen & Bainbridge LLC
8.	CANTERBURY MATBOARD	75/554156	09/15/98	2340194	04/11/00	Registered	Nielsen & Bainbridge LLC
9.	CANYON	76/578316	02/27/04	3021530	11/29/05	Registered	Nielsen & Bainbridge LLC
10.	CIRCA	76/582592	03/24/04	3021550	11/29/05	Registered	Nielsen & Bainbridge LLC
11.	COLORWAVE	73/621614	09/19/86	1439185	05/12/87	Registered	Nielsen & Bainbridge LLC
12.	CRAFT TAC	76/041722	05/08/00	2587304	07/02/02	Registered	Nielsen & Bainbridge LLC
13.	FRAMEKIT	73/088030	05/21/76	1085803	02/14/78	Registered	Nielsen & Bainbridge LLC
14.	LETRASET	73/398692	09/30/82	1287885	07/31/84	Registered	Nielsen & Bainbridge LLC
15.	LETRASET	73/514170	12/18/84	1398286	06/24/86	Registered	Nielsen & Bainbridge LLC
16.	NATURAL ELEMENTS	76/617896	10/25/04	3033877	12/27/05	Registered	Nielsen & Bainbridge LLC
17.	NIELSEN	73/412561	02/07/83	1305935	11/20/84	Registered	Nielsen & Bainbridge LLC

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
18.	NIELSEN BAINBRIDGE	76/130587	09/19/00	2566900	05/07/02	Registered	Nielsen & Bainbridge LLC
19.	NOVACORE	75/409563	12/22/97	2222717	02/09/99	Registered	Nielsen & Bainbridge LLC
20.	NOVACORE WHITECORE	75/424954	01/28/98	2402424	11/07/00	Registered	Nielsen & Bainbridge LLC
21.	NURRE CAXTON	74/119993	12/03/90	1651515	07/23/91	Registered	Nielsen & Bainbridge LLC
22.	REFLECTIONS	74/095580	09/07/90	1653107	08/06/91	Registered	Nielsen & Bainbridge LLC
23.	SPEEDMOUNT	78/232478	04/01/03	2886362	09/21/04	Registered	Nielsen & Bainbridge LLC
24.	STUDIOTAC	74/139496	02/14/91	1706662	08/11/92	Registered	Nielsen & Bainbridge LLC
25.	THERMALCOR	73/792788	04/12/89	1612958	09/11/90	Registered	Nielsen & Bainbridge LLC
26.	WATERCOLORS	74/095582	09/07/90	1665865	11/26/91	Registered	Nielsen & Bainbridge LLC
27.	THE METALWARE COLLECTION	75/404324	12/12/97	2374023	08/01/00	Registered	Nielsen & Bainbridge LLC

Pending Trademark Applications

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	ADALIA	76/654190	01/25/06	---	---	Pending	Nielsen & Bainbridge LLC
2.	ALPHA WEAVES	76/545376	09/05/03	---	---	Pending	Nielsen & Bainbridge LLC
3.	ARCHIVAL PLUS	78/868368	04/24/06	---	---	Pending	Nielsen & Bainbridge LLC
4.	ASTI	76/634205	03/21/05	---	---	Pending	Nielsen & Bainbridge LLC
5.	CINTRA	76/582591	03/24/04	---	---	Pending	Nielsen & Bainbridge LLC
6.	CORUM	76/653890	01/25/06	---	---	Pending	Nielsen & Bainbridge LLC

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
7.	MONCADA	76/628533	01/11/05	---	---	Pending	Nielsen & Bainbridge LLC
8.	NOCTURNE	76/649621	11/01/05	---	---	Pending	Nielsen & Bainbridge LLC
9.	ONDA	76/631612	02/14/05	---	---	Pending	Nielsen & Bainbridge LLC
10.	PALLADIO	76/629335	01/10/05	---	---	Pending	Nielsen & Bainbridge LLC
11.	SALON	76/628537	01/10/05	---	---	Pending	Nielsen & Bainbridge LLC
12.	ZEN & DESIGN	76/631000	02/14/05			Abandoned	Nielsen & Bainbridge LLC