

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nurre Caxton Company		05/25/2006	CORPORATION: FLORIDA

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: 7

Property Type	Number	Word Mark
Registration Number:	2195684	AFFRESCO
Registration Number:	2408850	BRUSH TONES
Registration Number:	2274455	COLOSSEUM
Registration Number:	2339870	EUROPA
Registration Number:	2701295	NEOPOLITAN
Registration Number:	2272931	TASSELS
Serial Number:	76200531	METROPOLITAN

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

CH \$190.00 2195684

Address Line 4: Cleveland, OHIO 44114-1190

ATTORNEY DOCKET NUMBER: 497400-121070

NAME OF SUBMITTER: James R. Mix

Signature: /James R. Mix/

Date: 07/24/2006

**Total Attachments: 5**  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2006 (this "Agreement"), is made by between NURRE CAXTON COMPANY, a Florida corporation (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, Nielsen & Bainbridge, LLC, a Delaware limited liability company, W&B Marketing, Inc., a California corporation (collectively, the "US Borrowers"), Nielsen & Bainbridge 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.

NURRE CAXTON COMPANY

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

NATIONAL CITY BANK,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:


NurreCaxton Trademark Security 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.

NURRE CAXTON COMPANY

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL CITY BANK,  
as Collateral Agent

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

SCHEDULE I  
to Nurre Caxton Trademark Security Agreement

Trademarks

Registered Trademarks

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	AFFRESCO	75/346272	08/25/97	2195684	10/13/98	Registered	Nurre Caxton Co.
2.	BRUSH TONES	75/902533	01/26/00	2408850	11/28/00	Registered	Nurre Caxton Co.
3.	COLOSSUEM	75/539947	08/20/98	2274455	08/31/99	Registered	Nurre Caxton Co.
4.	EUROPA	75/488887	05/21/98	2339870	04/11/00	Registered	Nurre Caxton Co.
5.	NEOPOLITAN	76/317342	09/25/01	2701295	03/25/03	Registered	Nurre Caxton Co.
6.	TASSELS	75/349740	09/02/97	2272931	08/24/99	Registered	Nurre Caxton Co.

Pending Trademark Applications

	MARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	STATUS	OWNER
1.	METROPOLITAN	76/200531	1/26/01	---	---	Pending	Nurre Caxton Co.