

**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
Respond 2 LLC		10/04/2006	LIMITED LIABILITY COMPANY: OREGON
Respond 2 Entertainment, LLC		10/04/2006	LIMITED LIABILITY COMPANY: NEVADA
Cmedia Services LLC		10/04/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Capitalsource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2939762	CMEDIA
Registration Number:	2939765	CMEDIA
Registration Number:	2963936	
Registration Number:	2945925	RESPOND2
Registration Number:	2772764	THE ULTIMATE COLLECTION
Registration Number:	2681773	TV DEPOT

**CORRESPONDENCE DATA**

Fax Number: (617)316-8263  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

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Phone: 6172390632  
Email: agrandy@eapdlaw.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	240179-0006
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	10/05/2006

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 4, 2006 (this "Trademark Security Agreement"), is made by and among **RESPOND 2, LLC.**, an Oregon limited liability company, located at 207 NW Park Avenue, Portland, Oregon 97209 ("Respond LLC"), **RESPOND 2 ENTERTAINMENT, LLC**, a Nevada limited liability company, located at 207 NW Park Avenue, Portland, Oregon 97209 ("Entertainment"), and **CMEDIA SERVICES LLC**, a Delaware limited liability company, located at 207 NW Park Avenue, Portland, Oregon 97209 ("Cmedia") (Respond LLC, Entertainment, and Cmedia, each an "Assignor" and collectively, "Assignors") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, located at 4445 Willard Avenue, 12<sup>th</sup> Floor, Chevy Chase, Maryland 20815, as administrative agent ("Assignee") for itself and certain other Lenders (as defined below).

### W I T N E S S E T H:

A. **WHEREAS**, pursuant to that certain Credit Agreement dated as of the date hereof by and among Respond 2 Holdings LLC, a Delaware limited liability company ("Borrower"), the Assignors, the other Guarantors party thereto, the other Persons, if any, named therein as Credit Parties, Assignee and Lenders (as defined therein) (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"; all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement), Lenders have agreed to make the Loans to Borrower and to issue Standby Letters of Credit to the Borrower and any of its Subsidiaries that are Credit Parties.

B. **WHEREAS**, As a condition precedent to Assignee and Lenders entering into the Credit Agreement, and the making of Loans and the issuance of Standby Letters of Credit, the Assignors, and other Grantors, entered into a Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Security Agreement") to secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, each Assignor, and other Grantors, granted, mortgaged, pledged and hypothecated to Assignee, for the benefit of the Lender Parties, a security interest and lien upon all of its right, title and interest in, to and under, among other things, the Trademarks (as defined below) and other Trademark Collateral (as defined below).

**WHEREAS**, each Assignor is the owner of the entire right, title and interest in, to and under such Assignor's respective Trademarks listed on Schedule 1 hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce Assignee and Lenders to enter into the Credit Agreement, Assignors hereby agree with Assignee as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

**(b) Other Definitional Provisions.**

**(i)** The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security Agreement unless otherwise specified.

**(ii)** The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**2. Grant of Security Interest.** To secure the prompt and complete payment, performance and observance of all of the Obligations and all renewals, extensions, restructurings and refinancings thereof, each Assignor hereby grants, mortgages, pledges and hypothecates to Assignee, for the benefit of the Lender Parties, a security interest and lien upon all of its right, title and interest in, to and under the following personal property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Assignor, and whether owned or consigned by or to, or leased from or to, such Assignor, and regardless of where located (all of which being hereinafter collectively referred to as the "Trademark Collateral"):

**(a)** (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, including without limitation, each registration identified on Schedule 1 attached hereto and made a part hereof; and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademarks"); and

**(b)** all Proceeds, including without limitation insurance claims and other rights to payment in respect of the foregoing clause (a) not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

**(c)** The foregoing notwithstanding, and with respect to the grants of Liens and security interests under this Trademark Security Agreement only, the term "Trademark Collateral" shall not include Excluded Collateral (as defined in the Security Agreement).

**3. Security Agreement.** This Trademark Security Agreement has been executed and delivered by Assignors for the purpose of recording the security interest of Assignee and Lenders in the Trademarks and other Trademark Collateral with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to Assignee and Lenders under the Security Agreement. The Security Agreement (and

all respective rights and remedies of Assignee and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Termination; Release of Trademark Collateral.** (a) Subject to Section 11 of the Security Agreement, this Trademark Security Agreement shall remain in full force and effect until the Credit Agreement is terminated pursuant to Section 10.5 of the Credit Agreement, whereupon this Trademark Security Agreement shall terminate without further action on the part of any Person and all rights to the Trademark Collateral shall revert to the Assignors. At the request and sole expense of any Assignor following any such termination, Assignee shall deliver to such Assignor any Trademark Collateral held by Assignee hereunder, and execute and deliver to such Assignor such documents as such Assignor shall reasonably request to evidence such termination in accordance with and subject to Section 11.1 of the Credit Agreement. (b) If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by any Assignor in a transaction permitted by the Credit Agreement, then Assignee, at the request and sole expense of such Assignor, shall execute and deliver to such Assignor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral. At the request and sole expense of the Borrower, a Subsidiary shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement and any Trademark Collateral owned by such Subsidiary in which a security interest has been granted hereunder by such Assignee shall be automatically terminated. Assignee shall take all actions reasonably necessary to evidence such release of such obligations and the release of the security interests created hereby on any Trademark Collateral owned by such Subsidiary. At the request and sole expense of any Assignor following any such termination, Assignee shall deliver to such Assignor any Trademark Collateral held by Assignee hereunder, and execute and deliver to such Assignor such documents as such Assignor shall reasonably request to evidence such termination in accordance with and subject to Section 11.1 of the Credit Agreement.

5. **Acknowledgement.** Assignors do hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest and collateral assignment in the Trademarks and other Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any inconsistency between the terms of this Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

6. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns except that no Assignor may assign its rights or obligations hereunder except as provided in Section 10.4 of the Credit Agreement. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Assignee, for the benefit of the Lender Parties, hereunder.

7. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPALS THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**ASSIGNORS:**

**CMEDIA SERVICES LLC**

By: [Signature]  
Name: David J Fallon  
Title: cto

**RESPOND2 ENTERTAINMENT LLC**

By: [Signature]  
Name: David J Fallon  
Title: cto

**RESPOND2 LLC**

By: [Signature]  
Name: David J Fallon  
Title: cto

**ASSIGNEE**

**CAPITALSOURCE FINANCE LLC, as  
Administrative Agent:**

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

**IN WITNESS WHEREOF**, the parties have caused this Trademark Security Agreement to be executed by its duly authorized representatives as of the date first above written.

**ASSIGNORS:**

**CMEDIA SERVICES LLC**

By: \_\_\_\_\_  
Name: David J. Fallon  
Title: Chief Financial Officer

**RESPOND2 ENTERTAINMENT LLC**

By: \_\_\_\_\_  
Name: David J. Fallon  
Title: Chief Financial Officer

**RESPOND2 LLC**

By: \_\_\_\_\_  
Name: David J. Fallon  
Title: Chief Financial Officer

**ASSIGNEE, as Administrative Agent:**

**CAPITALSOURCE FINANCE LLC**

By:  \_\_\_\_\_  
Name: Shaila Lakhani Ohri  
Title: Senior Counsel



[to be completed for each Assignor]

COUNTY OF Multnomah)  
STATE OF Oregon) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 3<sup>rd</sup> day of October 2006, personally appeared David J. Hallan known to me to be the CFO of C Media Services LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Krista Bardsley  
Notary Public  
My commission expires: September 23, 2007



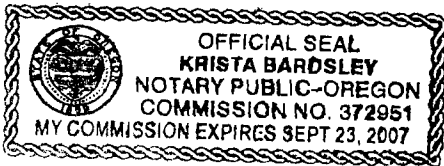
[to be completed for each Assignor]

COUNTY OF Multnomah)  
STATE OF Oregon) ) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 21<sup>st</sup> day of October 2006, personally appeared David J. Talley, known to me to be the CFO of Andertek, Inc. which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Krista Bardsley  
Notary Public  
My commission expires: September 23, 2007



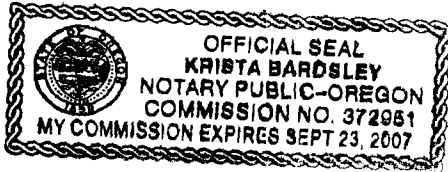
[to be completed for each Assignor]

COUNTY OF Multnomah)  
STATE OF Oregon) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 3<sup>rd</sup> day of October 2006, personally appeared David J. Tolson, known to me to be the CFO of Reefnet, LLC which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Krista Bardsley  
Notary Public  
My commission expires: September 23, 2007



**Schedule 1**

**Registered Trademarks and Trademark Applications**

<b><u>Mark</u></b>	<b><u>Serial No./ Registration No.</u></b>	<b><u>Registration Date</u></b>
<b>CMEDIA</b>	2,939,762	4/12/2005
<b>CMEDIA and Design</b>	2,939,765	4/12/2005
<b>Design Only (Respond 2 light bulb logo)</b>	2,963,936	6/28/2005
<b>RESPOND2</b>	2,945,925	5/30/2005
<b>THE ULTIMATE COLLECTION</b>	2,772,764	10/7/2003
<b>TV DEPOT</b>	2,681,773	1/28/2003