

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
Curtoo Robb Media, LLC		10/12/2006	LIMITED LIABILITY COMPANY: DELAWARE

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: 5

Property Type	Number	Word Mark
Serial Number:	78883945	ROBB REPORT LUXURY RESORTS
Serial Number:	78282977	ROBB REPORT SPORTS & LUXURY AUTOMOBILE
Serial Number:	78570123	CURTCO'S DIGITAL TV & SOUND
Registration Number:	2996117	HOME ENTERTAINMENT
Registration Number:	3074850	HOME ENTERTAINMENT & DESIGN

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4000
 Email: lvirts@hunton.com
 Correspondent Name: Elizabeth A. Mullican, Esq.
 Address Line 1: Hunton & Williams LLP
 Address Line 2: Suite 4100, 600 Peachtree Street, N.E.
 Address Line 4: Atlanta, GEORGIA 30308

CH \$140.00 78883945

ATTORNEY DOCKET NUMBER:	64504.52
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.
Signature:	/s/Elizabeth A. Mullican
Date:	01/12/2007
Total Attachments: 5 source=CurtcoTSA#page1.tif source=CurtcoTSA#page2.tif source=CurtcoTSA#page3.tif source=CurtcoTSA#page4.tif source=CurtcoTSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2006, by CURTCO ROBB MEDIA, LLC, a Delaware limited liability company ("Grantor"), located at 29160 Heathercliff Road, Suite 200, Malibu, California 90265, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent"), located at 2325 Lakeview Parkway, Suite 700, Alpharetta, Georgia 30004.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 25, 2004, by and among Grantor, the Persons named therein as 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 agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of June 25, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, certain Trademark Security Agreements and, pursuant to the Third Amendment to Credit Agreement, dated on or about the date hereof (the "Third Amendment"), between Grantor and Agent, Grantor is required to execute and deliver to Agent this Trademark Security Agreement as a condition precedent to the effectiveness of the Third Amendment;

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 Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of 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 and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; provided, that, such security interest

shall extend to "intent-to-use" applications upon the earlier of an amendment to allege use or issuance of a registration;

(b) all reissues, continuations, renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) any claim by Grantor against third parties for past, present or future (i) infringement of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; and

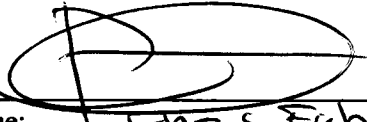
(e) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for and rents and profits of each of the foregoing.

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

CURTCO ROBB MEDIA, LLC

By: 
Name: Chris Fabian
Title: SVP CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF California
COUNTY OF Los Angeles ss.

On this 12 day of October, 2006 before me personally appeared Chris Fabian, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CURTCO ROBB MEDIA, LLC, 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 Managers and that he acknowledged said instrument to be the free act and deed of said company.



Karin M. Diorio
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Lofton D. Spencer
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ROBB REPORT LUXURY RESORTS	78/883,945	8/30/05		
ROBB REPORT SPORTS & LUXURY AUTOMOBILE	78/282,977	8/04/03		
CURTCO'S DIGITAL TV & SOUND	78/570,123	2/17/05		
HOME ENTERTAINMENT	76/167,286	11/17/00	2,996,117	9/13/05
HOME ENTERTAINMENT & DESIGN	78/175,393	10/17/02	3,074,850	3/28/06

TRADEMARK LICENSE: None.