

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Randall-Reilly Publishing Company		01/19/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	2325 Lakeview Parkways		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30004		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1306976	THE SUCCESSFUL DEALER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-572-2533		
<b>Email:</b>	jbalcita@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding, LLP		
<b>Address Line 1:</b>	Jeffrey P. Balcita		
<b>Address Line 2:</b>	1180 Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	09611.009011		
<b>NAME OF SUBMITTER:</b>	Jeffrey P. Balcita		
<b>Signature:</b>	/Jeffrey P. Balcita/		

CH \$40.00 1306976

Date:

01/25/2007

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2007, by RANDALL-REILLY PUBLISHING COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of November 1, 2005, by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders, as amended by the Joinder Agreement, Consent and First Amendment to Credit Agreement, dated as of January 31, 2006, as further amended by that Second Amendment and Waiver to Credit Agreement, dated as of February 15, 2006, and as further amended by that Joinder Agreement, Consent and Third Amendment to Credit Agreement, dated as of November 30, 2006 (as it may be further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, Borrower;

WHEREAS, Grantor derives direct and indirect economic benefits from the making of the Loans and other financial accommodations provided pursuant to the Credit Agreement; and is a party to and has granted Liens in favor of Agent, for itself and the ratable benefit of Lenders, under that certain Security Agreement dated November 1, 2005 (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, this Trademark Security Agreement;

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 thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and 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;


- (b) all reissues, continuations 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; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution 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.

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

RANDALL-REILLY PUBLISHING COMPANY, LLC

By:   
Name: Shane Elmore  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Philip S. Cox  
Its Duly Authorized Signatory

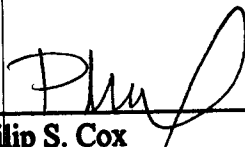
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RANDALL-REILLY PUBLISHING COMPANY, LLC

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

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By:  \_\_\_\_\_  
Philip S. Cox  
Its Duly Authorized Signatory

[SIGNATURE PAGE TO RANDALL-REILLY 2007 TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003468 FRAME: 0793

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Alabama )  
 )  
COUNTY OF Tuscaloosa ) ss.

On this 19<sup>th</sup> day of January, 2007, before me personally appeared Shane Elmore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Randall-Reilly Publishing Company, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer or manager of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its sole manager and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.

Ray Oswald  
Notary Public

{seal}

My Commission Expires  
August 18, 2008

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

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE SUCCESSFUL DEALER	1306976	11/27/1984