

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agenda USA Inc		08/31/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	VSS Mezzanine Partners, L.P.
Street Address:	350 Park Avenue, 7th Floor
Internal Address:	Hal Greenberg
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2072675	AGENDA BOSTON
Registration Number:	2333642	AGENDA CHICAGO
Registration Number:	2072674	AGENDA DALLAS
Registration Number:	1631588	AGENDA NEW YORK
Serial Number:	78709787	AGENDA NORTHERN CALIFORNIA
Registration Number:	2404330	AGENDA SOUTH FLORIDA
Registration Number:	2309660	AGENDA VENUES
Registration Number:	2009019	AGENDA WASHINGTON

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3016380511
 Email: ipresearchplus@comcast.net
 Correspondent Name: IP Research Plus, Inc.

CH \$215.00 2072675

Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/29/2007

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS Trademark Security Agreement, dated as of August 31, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Note Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Red 7 Media, Inc. ("Holdings"), Red 7 Media LLC ("Red 7 Media"), after giving effect to that certain Joinder Agreement, Agenda USA Inc. ("Agenda USA"), the other companies from time to time party thereto (together with Red Media 7 and Agenda USA, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, and the Purchasers have severally agreed to purchase the notes and the warrants upon the terms and subject to the conditions set forth therein;

Whereas, each Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Purchasers, and grants to the Administrative Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follows]


IN WITNESS WHEREOF, each 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.

Very truly yours,

RED 7 MEDIA LLC, as a Grantor

By: 
Name: Kerry Smith
Title: President and Chief Executive Officer

AGENDA USA INC., as a Grantor

By: 
Name: Kerry Smith
Title: President and Chief Executive Officer

Accepted and Agreed
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine LLC,
its general partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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.

Very truly yours,

RED 7 MEDIA LLC, as a Grantor

By: _____
Name: Kerry Smith
Title: President and Chief Executive Officer

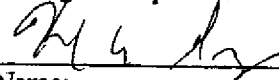
AGENDA USA INC., as a Grantor

By: _____
Name: Kerry Smith
Title: President and Chief Executive Officer

Accepted and Agreed
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine LLC,
its general partner

By: 
Name:
Title:

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. RED 7 MEDIA, INC.

<u>TRADEMARK</u>	<u>REGISTRATION OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>COUNTRY</u>
THE FOLIO:400	1308964	12/11/1984	U.S.A.
CIRCULATION MANAGEMENT CONFERENCE & EXPO	2239946	04/13/1999	U.S.A.
CIRCULATION MANAGEMENT	2241368	04/20/1999	U.S.A.
THE FOLIO:SHOW	1469983	12/22/1987	U.S.A.
CIRCULATION MANAGEMENT	2487546	09/11/2001	U.S.A.
CM	2569173	05/14/2002	U.S.A.
FOLIO:	1208218	09/14/1982	U.S.A.
FOLIO: THE MAGAZINE FOR MAGAZINE MANAGEMENT	2827763	03/30/2004	U.S.A.
TECH EVENTS	78623670	05/05/2005	U.S.A.
EVENT MARKETER	2872899	08/10/2004	U.S.A.
EVENT DESIGN	3086911	04/25/2006	U.S.A.

B. AGENDA USA INC.

	<u>TRADEMARK</u>	<u>REGISTRATION OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>COUNTRY</u>
1.	AGENDA BOSTON	2072675	6/17/1997	U.S.A.
2.	AGENDA CHICAGO	2333642	3/21/2000	U.S.A.
3.	AGENDA DALLAS	2072674	6/17/1997	U.S.A.
4.	AGENDA NEW YORK	1631588	1/15/1991	U.S.A.
5.	AGENDA NORTH CALIFORNIA	78709787	9/9/2005	U.S.A.
6.	AGENDA SOUTH FLORIDA	2404330	11/14/2000	U.S.A.
7.	AGENDA VENUES	2309660	1/18/2000	U.S.A.
8.	AGENDA WASHINGTON	2009019	10/15/1996	U.S.A.