

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
Jist Publishing, Inc.		02/08/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	One CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77017805	AMERICA'S CAREER PUBLISHER
Serial Number:	77033341	BEST JOBS
Registration Number:	2178644	CAREER ADVENTURES
Registration Number:	2176953	CAREER CARAVAN
Registration Number:	1458087	CAREER FINDER
Registration Number:	2315532	CAREEREXPLORER
Registration Number:	2173180	COLLEGE NEXT!
Registration Number:	1554659	JIST
Registration Number:	2185658	JIST CARD
Registration Number:	1371915	KIDSRIGHTS
Registration Number:	2173174	PEOPLE AT WORK
Registration Number:	1481475	
Registration Number:	2048204	CAREER-O-ROM-A

CORRESPONDENCE DATA

900073818

**TRADEMARK
 REEL: 003517 FRAME: 0227**

CH \$340.00 77017805

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.239.0100
Email: bcampbell@eapdlaw.com
Correspondent Name: Brenda S. Campbell, Paralegal
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	23666/0200
NAME OF SUBMITTER:	Brenda S. Campbell, Paralegal
Signature:	/Brenda S. Campbell/
Date:	04/06/2007

Total Attachments: 8

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TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 8, 2007, by **JIST PUBLISHING, INC.**, an Indiana corporation ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, as **Agent** (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Lenders under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

RECITALS

A. Debtor has executed and delivered to Agent a certain Security Agreement, dated as of February 8, 2007, as the same may be further amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Agent, on behalf of Secured Parties, and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, whether registered or unregistered (other than "intent to use" trademark applications), including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth all material United States trademark registrations and applications acquired by Debtor.

2.2. As of the date of this Agreement, to the best of the Debtor's knowledge, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable in a manner that would result in a Material Adverse Effect.

2.3. Debtor has the full corporate power and corporate authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of any material Collateral to the extent the Debtor reasonably deems to be commercially practicable.

3. **Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually Debtor shall give to Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any material Collateral to the extent the Debtor reasonably deems to be commercially practicable.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Agent may in accordance with the Loan Agreement declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

5. **Attorney-in-Fact.** Debtor hereby appoints Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Agent reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Agent (or Agent's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or

privilege. No waiver by Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

8. **Termination of Security Interests; Release of Collateral.** Upon the indefeasible repayment and performance in full of all the Obligations (other than L/C Obligations which may remain outstanding supported by Debtor's cash collateralization, replacement or indemnifications reasonably satisfactory to Agent, and other than indemnification and other obligations intended to survive the payment in full of the Loans) and termination of all commitments of Lenders to make Loans under the Loan Agreement, the Security Interests and all other rights given to Agent and Lenders hereunder shall terminate and all rights to the Collateral shall revert to Debtor. Upon any such termination of the Security Interests or release of Collateral in accordance with the terms of the Loan Agreement, Agent will, at Debtor's expense to the extent permitted by law, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. In the event that all or any part of the payments described in this Section 8 are rescinded or recovered directly or indirectly from any Lender as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such

rescinded or recovered payments shall constitute Obligations for all purposes hereunder and the obligations of Debtor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

JIST PUBLISHING, INC.

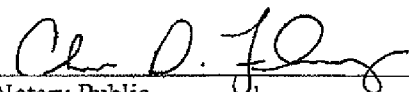
By: 
Name: **Max von Zuben**
Title: **Vice President**

**CIT LENDING SERVICES
CORPORATION, As Agent**

By: _____
Donald J. Oberg, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

In New York City on this 7 day of March, 2007, before me personally appeared Max von Zuben, the Vice President of JIST Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said limited liability company.


Notary Public
Print Name: Christine D. Flaherty
My Commission expires: _____
CHRISTINE D. FLAHERTY
Notary Public, State of New York
No. 01FL6134858
Qualified in New York City
Term Expires Oct. 10, 2009

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/EMC – JIST Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

JIST PUBLISHING, INC.

By: _____
Name:
Title:

CIT LENDING SERVICES CORPORATION, As Agent

By: *Anthony Holland*
Anthony Holland, Vice President

STATE OF NEW YORK)
COUNTY OF NEW YORK)

In New York City on this ____ day of March, 2007, before me personally appeared _____, the _____ of JIST Publishing, Inc., to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said limited liability company.

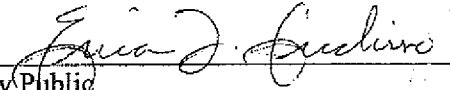
Notary Public
Print Name: _____
My Commission expires: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/EMC – JIST Trademark Security Agreement]

STATE OF NEW JERSEY
COUNTY OF MORRIS


In Morristown on this 12th day of March, 2007, before me personally appeared Anthony Holland, the Vice President of CIT Lending Services Corporation, as Agent, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.


Notary Public
Print Name: ERICA T. CICCHINO
My Commission expires: 8-26-2011

[CIT/EMC – JIST Trademark Security Agreement]

ERICA T. CICCHINO
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES: 08/26/2011

SCHEDULE A

<u>Trademark</u>	<u>Registration No.</u>	<u>Serial Number</u>
AMERICA'S CAREER PUBLISHER		77/017805
BEST JOBS		77/033341
CAREER ADVENTURES	2178644	75/357298
CAREER CARAVAN	2176953	75/356878
CAREER FINDER	1458087	73/642368
CAREEREXPLORER	2315532	75/466557
COLLEGE NEXT!	2173180	75/361213
JIST	1554659	73/763823
JIST CARD	2185658	75/296650
KIDSRIGHTS	1371915	73/535420
PEOPLE AT WORK	2173174	75/357424
	1481475	73/675680
CAREER-O-ROM-A	2048204	74/651609

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