

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNSHINE MEDIA HOLDING CORPORATION		05/14/2007	CORPORATION: DELAWARE
SUNSHINE MEDIA, INC.		05/14/2007	CORPORATION: DELAWARE
SUNSHINE MEDIA PRINTING, INC.		05/14/2007	CORPORATION: DELAWARE
SUNSHINE MEDIA ADVERTISING, INC.		05/14/2007	CORPORATION: DELAWARE
SUNSHINE CUSTOM PUBLISHING, INC.		05/14/2007	CORPORATION: DELAWARE
TNCP ACQUISITION COMPANY, LLC		05/14/2007	LIMITED LIABILITY COMPANY: TENNESSEE
TRUE NORTH CUSTOM PUBLISHING, LLC		05/14/2007	LIMITED LIABILITY COMPANY: TENNESSEE

RECEIVING PARTY DATA

Name:	Gladstone Capital Corporation
Street Address:	1521 Westbranch Drive
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2632099	TRUE NORTH
Registration Number:	2597500	TRUFCUSTOM
Registration Number:	2584909	Q TRUE NORTH CUSTOM PUBLISHING, LLC 1999 - QUALITY SINCE 1959
Registration Number:	3176996	VARI SMART

CH \$415.00 2632099

Registration Number:	3224562	THE ORIGINAL 100% CUSTOM CUSTOM HEALTHCARE PUBLISHER
Registration Number:	2034612	REAL ESTATE EXECUTIVE
Registration Number:	2607143	RESTAURATEUR
Registration Number:	2607144	BUILDER/ARCHITECT
Registration Number:	2607145	RESTAURANT FORUM
Registration Number:	2607146	M.D. NEWS
Registration Number:	2836046	COMMERCIAL BUILDER/ARCHITECT
Registration Number:	2887922	DOCTOR OF DENTISTRY
Serial Number:	78971417	CUSTOM PUBLISHING REVIEW
Serial Number:	78971413	CPR
Serial Number:	78973144	CUSTOM PUBLISHING REVIEW
Serial Number:	78973139	CPR

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward Kronish LLP
Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	300475-1005
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	05/14/2007

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 14, 2007 by and among **SUNSHINE MEDIA HOLDING CORPORATION**, a Delaware corporation ("**Holdings**"), **SUNSHINE MEDIA, INC.**, a Delaware corporation ("**Media**"), **SUNSHINE MEDIA PRINTING, INC.**, a Delaware corporation ("**Printing**"), **SUNSHINE MEDIA ADVERTISING, INC.**, a Delaware corporation ("**Advertising**"), **SUNSHINE CUSTOM PUBLISHING, INC.**, a Delaware corporation ("**Publishing**"), and **TNCP ACQUISITION COMPANY, LLC**, a Tennessee limited liability company ("**TNCP**") which TNCP will merge with and into **TRUE NORTH CUSTOM PUBLISHING**, a Tennessee limited liability company ("**Target**"; each of Holdings, Media, Printing, Advertising, Publishing, TNCP and Target (upon consummation of the Merger), a "**Seller**" and collectively, the "**Sellers**"), and **GLADSTONE CAPITAL CORPORATION**, a Maryland corporation (the "**Buyer**").

RECITALS

A. Buyer has agreed to purchase certain notes (the "**Investment**") from Sellers pursuant to that certain Securities Purchase Agreement by and among Buyer and Sellers, dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "**Securities Purchase Agreement**"). Capitalized terms used herein are used as defined in the Securities Purchase Agreement.

B. Buyer is willing to purchase such notes from Sellers, but only upon the condition, among others, that Sellers shall grant to Buyer security interests in Sellers' Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement entered into by Sellers on the date hereof (the "**Security Agreement**"), Sellers have granted to Buyer security interests in all of Sellers' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, their respective Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Seller hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Seller hereby grants and pledges to Buyer a security interest in all of such Seller's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed under such Seller's name on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

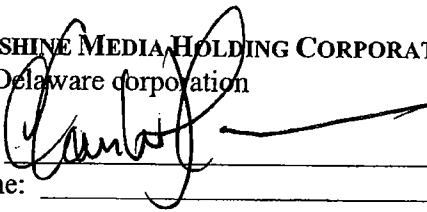
Each Seller represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which such Seller has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Sellers hereby acknowledge and agree that Buyer may, from time to time and without notice to any Seller, amend Exhibits A, B and C hereto to reflect changes in any Seller's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Sellers acknowledge and agree that Buyer's failure to so amend such Exhibits shall not limit or impair Buyer's security interest in any Intellectual Property.

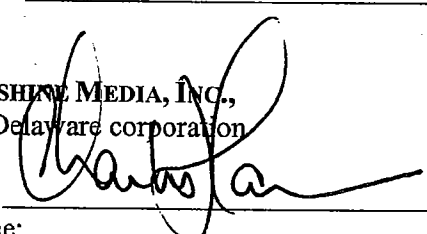
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

SELLERS:

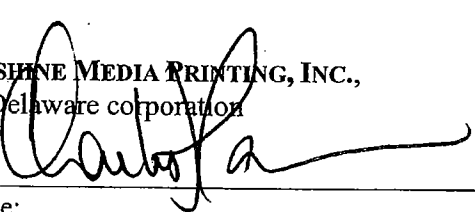
SUNSHINE MEDIA HOLDING CORPORATION,
a Delaware corporation

By: 
Name: _____
Title: _____

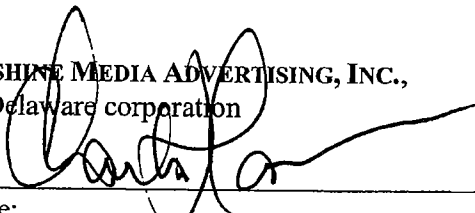
SUNSHINE MEDIA, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

SUNSHINE MEDIA PRINTING, INC.,
a Delaware corporation

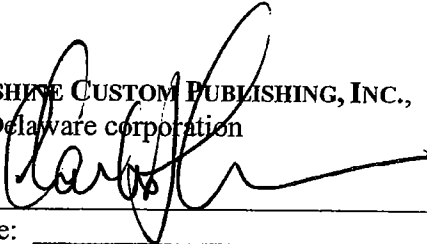
By: 
Name: _____
Title: _____

SUNSHINE MEDIA ADVERTISING, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

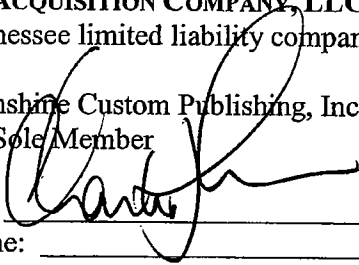
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SUNSHINE CUSTOM PUBLISHING, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____

TNCP ACQUISITION COMPANY, LLC,
a Tennessee limited liability company

By: Sunshine Custom Publishing, Inc.,
Its Sole Member

By: 
Name: _____
Title: _____

BUYER:

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: _____
Name: _____
Title: _____
Address: 1521 Westbranch Drive
Suite 200
McLean, Virginia 22102

SUNSHINE CUSTOM PUBLISHING, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

TNCP ACQUISITION COMPANY, LLC,
a Tennessee limited liability company

By: Sunshine Custom Publishing, Inc.,
Its Sole Member

By: _____
Name: _____
Title: _____

BUYER:

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: _____
Name: Georgia Skiles III
Title: President
Address: 1521 Westbranch Drive
Suite 200
McLean, Virginia 22102

GLADSTONE CAPITAL CORPORATION,
a Maryland corporation

By: M. Kipp Kranbuhl
Name: M. Kipp Kranbuhl
Title: Principal

By: Michael Beckett
Name: Michael Beckett
Title: Principal

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
Copyrights

True North Custom Publishing, LLC

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
MyHealthPublisher (cd-rom)	TX-5-876-830	07/01/2002
MyHealthPublisher (computer program)	TXu-1-060-240	07/06/2002

Sunshine Media, Inc.

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Builder/Architect	TX-4-118-024	10/30/1995
The Malta Window Center: A Vision of Success	TXu-680-682	06/20/1995
Builder/Architect: for the North Carolina Blue Ridge Residential Building Industry	TX-4-010-122	06/09/1995

EXHIBIT B

Patents

TRUE NORTH CUSTOM PUBLISHING, LLC

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
PUBLISHING A CUSTOMIZED PUBLICATION BY DEFINING MULTIPLE SOURCES AND TIME PERIODS FOR OBTAINING ARTICLE QUOTABLE INFORMATION	7,127,671	10/24/2006

EXHIBIT C
Trademarks

TRUE NORTH CUSTOM PUBLISHING, LLC

<u>Description</u>	<u>Serial/ Registration Number</u>	<u>Application/ Registration Date</u>
TRUE NORTH	2632099	10/08/2002
TRUECUSTOM	2597500	07/23/2002
Q TRUE NORTH CUSTOM PUBLISHING, LLC 1999	2584909	06/25/2002
VARI SMART	3176996	11/28/2006
THE ORIGINAL 100% CUSTOM CUSTOM HEALTHCARE PUBLISHER	3224562	04/03/2007
CUSTOM PUBLISHING REVIEW	78971417	09/11/2006
CPR	78971413	09/11/2006
CUSTOM PUBLISHING REVIEW	78973144	09/13/2006
CPR	78973139	09/13/2006

SUNSHINE MEDIA, INC.

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
REAL ESTATE EXECUTIVE	2034612	01/28/1997
RESTAURATEUR	2607143	08/13/2002
BUILDER/ARCHITECT	2607144	08/13/2002
RESTAURANT FORUM	2607145	08/13/2002
M.D. NEWS	2607146	08/13/2002
COMMERCIAL BUILDER/ARCHITECT	2836046	04/27/2004
DOCTOR OF DENTISTRY	2887922	09/21/2004