

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		06/15/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gladstone Capital Corporation		
Street Address:	1405 West Crestwood Court		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99218		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1089692	D MAGAZINE	
Registration Number:	2523534	EDALLAS	
Registration Number:	2512363	D HOME AND GARDEN	
Registration Number:	2590848	D HOME AND GARDEN	
Registration Number:	2662553	BEST OF BIG D	
Registration Number:	2910095	D	
Registration Number:	2910096	D	
Registration Number:	2906232	FIRSTHOME	
Serial Number:	78574864	D HOME'S GOLD PAGES	
Registration Number:	3120133	FRONTBURNER	
Registration Number:	3195334	DALLAS MEDICAL HALL OF FAME	
Serial Number:	78721491	DALLAS GOLD PAGES	
CORRESPONDENCE DATA			

OP \$315.00 1089692

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.144
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/19/2007

Total Attachments: 4
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT is made as of this 15th day of June, 2007 between WELLS FARGO FOOTHILL, INC. (hereinafter referred to as the "Assignor") and GLADSTONE CAPITAL CORPORATION, a Maryland corporation (hereinafter referred to as the "Assignee").

WITNESSETH

WHEREAS, that certain Replacement Borrowing Agreement (as amended from time to time, "**Loan Agreement**") dated as of December 12, 2006, was entered into by and among Allison Publications, LLC ("**Allison Publications**"), D Magazine Partners, L.P. ("**D Mag**"), Allison Media, Inc. ("**Allison Media**"), City Newspapers, LP ("**City Newspapers**"), and City Newspapers Management, LLC ("**City Management**" and together with Allison Publications, D Mag, Allison Media, City Newspapers and City Management, the "**Borrowers**"), and Assignor;

WHEREAS, pursuant to the Loan Agreement, Borrowers granted Assignor a security interest in certain of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, D Mag and Assignor entered into that certain Trademark Security Agreement dated as of June 30, 2003, which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 3404, Frame 0191 (hereinafter referred to as the "**Mortgage**");

WHEREAS, Assignor desires to assign, and Assignee desires to take by assignment, all of Assignor's rights and obligations in, to and under the Mortgage;

WHEREAS, Assignor and Assignee entered into that certain Purchase and Sale Agreement ("**Agreement**") dated as of June 15, 2007, with respect to Assignor's sale to Assignee of, among other things as expressly set forth therein, the Loan Agreement and the Mortgage;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty, except as otherwise expressly provided in the Assignment Agreement, the entire right, title and interest in, to and under the Mortgage.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

This Assignment of Trademark Security Agreement is made this 15th day of June, 2007.

WELLS FARGO Foothill, INC.

By Amelie Johnson
Its SVP

GLADSTONE CAPITAL CORPORATION

By _____
Its _____

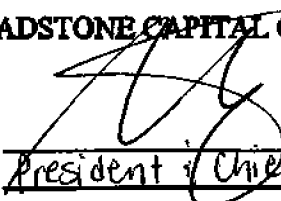
3. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

This Assignment of Trademark Security Agreement is made this 14 day of June, 2007.

WELLS FARGO FOOTHILL, INC.

By _____
Its _____

GLADSTONE CAPITAL CORPORATION

By 
Its President & Chief Investment Officer

SCHEDULE OF TRADEMARKS

D Magazine Partners, L.P.

Mark	Registration / Application Number	Reg./Filing Date
D Magazine	1089692	04/18/78
Edallas	2523534	12/25/01
D Home and Garden	2512363	11/27/01
D Home and Garden	2590848	07/09/02
Best of Big D	2662553	12/17/02
D	2910095	12/14/04
D	2910096	12/14/04
Firsthome	2906232	11/30/04
D Home's Gold Pages	78574864	02/25/05
Frontburner	3120133	07/25/06
Dallas Medical Hall of Fame	3195334	01/02/07
Dallas Gold Pages	78721491	09/27/05