

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Media Syndication Global, LLC		02/22/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Israel Discount Bank of New York
<b>Street Address:</b>	511 Fifth Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Association:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	78595274	AQUANOZZLE
Serial Number:	76160798	CO-PILOT
Serial Number:	78544768	WONDER TROLLEY
Registration Number:	2765871	SWITCHBOARD
Registration Number:	2652880	GREATBUYUSA
Registration Number:	2647491	GREATBUYUSA.COM
Registration Number:	2719262	FLEXIHOSE
Registration Number:	2556959	WHOLEFIT
Registration Number:	2628749	BELLA MARCELLO
Registration Number:	2709671	SCREEN TOP
Registration Number:	2355739	DENT NO MORE
Registration Number:	1754629	PREFERRED CUSTOMERS GUILD
Serial Number:	75897955	SUMMIT GALLERY
Serial Number:	78831595	MEDIA SYNDICATION GLOBAL, LLC

CH \$390.00 78595274

Serial Number:	78830345	MSG
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**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	07/23/2007

Total Attachments: 13  
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SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**U.S TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<u>MARKS</u>	<u>REGISTRATION/ APPL. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
AQUANOZZLE	78/595,274	Abandoned, Intent to Use	Media Syndication Global, LLC
CO-PILOT	76/160,798	Abandoned, Intent to Use	Media Syndication Global, LLC
WONDER TROLLEY	78/544,768	Published, Intent to Use	Media Solution Services, LLC (assigned to Borrower on March 31, 2006)
SWITCHBOARD	2,765,871	Registered, Supplemental Register	Media Syndication Global, LLC
GREATBUYUSA	2,652,880	Registered, Supplemental Register	Media Syndication Global, LLC
GREATBUYUSA.COM	2,647,491	Registered, Supplemental Register	Media Syndication Global, LLC
FLEXIHOSE	2,719,262	Registered	Media Syndication Global, LLC
WHOLEFIT	2,556,959	Registered	Media Syndication Global, LLC
BELLA MARCELLO	2,628,749	Registered	Media Syndication Global, LLC
SCREEN TOP	2,709,671	Registered	Media Syndication Global, LLC

DENT NO MORE	2,355,739	Registered	Media Syndication Global, LLC
PREFERRED CUSTOMERS GUILD	1,754,629	Renewed	Media Syndication Global, LLC
SUMMIT GALLERY	75/897,955	Abandoned, Intent to Use	Media Syndication Global, LLC
MEDIA SYNDICATION GLOBAL, LLC	78/831,595	Pending, Intent to Use	Media Syndication Global, LLC
MSG	78/830,345	Pending, Intent to Use	V12 Group, LLC

Non-U.S. Trademark Registration

<u>MARKS</u>	<u>JURISDICTION</u>	<u>REGISTRATION/ APPL. NO.</u>	<u>STATUS</u>	<u>OWNER</u>
CO-PILOT	CTM (EU)	76/160,798	Registered	Media Solutions Services

Domain Names

MEDIASYND.COM	MEDIASOLUTIONSERVICES.COM
GREATBUYSOUTLET.COM	GREATBUYOFFER.BIZ
NUFITSHOESTRETCHER.BIZ	GREATBUYOFFER.COM
NUFITSHOESTRETCHER.COM	GREATBUYOFFER.NET
NUFITSHOESTRETCHER.INFO	GREATBUYOFFER.US
NUFITSHOESTRETCHER.NET	GREATBUYOFFERS.BIZ
PROFOOTSHOESTRETCHER.COM	GREATBUYOFFERS.COM
THEPOOLDEVIL.COM	GREATBUYOFFERS.NET
GREATBUYCANADA.COM	GREATBUYOFFERS.US
GREATBUYCANADA.CA	GREATBUYUSA.COM

GREATBUYSCANADA.CA	GREATBUYUSA.NET
GREATBUYSCANADA.COM	GREATBUYOUTLET.COM

### LICENSES

The following contracts allow Borrower use of certain copyrights, licenses or trademarks necessary to conduct certain segments of its business:

- License and Distribution Agreement by and between Borrower and Chef Randall Corporation, dated September 21, 2006
- Distribution Agreement by and between Borrower and Body By Jake Enterprises, dated September 22, 2006
- Distribution Agreement by and between Borrower and Urban Nutrition, LLC, dated September 1, 2006

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Trademark Security Agreement"), dated as of February 22, 2007, is made by MEDIA SYNDICATION GLOBAL, LLC, a Delaware limited liability company, with its principal place of business at 226 West 37th Street, 10th floor, New York, NY 10018 (the "Grantor"), in favor of ISRAEL DISCOUNT BANK OF NEW YORK, a New York banking corporation, having an office located at 511 Fifth Avenue, New York, NY 10017 (the "Lender").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, by and among Grantor and the Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make Loans on behalf of the Grantor; and

WHEREAS, in order to induce the Lender to enter into the Loan Agreement and other Loan Documents and to induce the Lender to make the Loans as provided for in the Loan Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral, as defined below, to the Lender to secure all of the Obligations;

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 of the Loan Agreement. The following terms as used in this Trademark Security Agreement shall have the meanings hereinafter provided:

"Trademark License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, service marks, logos, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the prompt and complete payment, performance and observance of all the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates

and transfers to the Lender, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all reissues, continuations or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark, and each Trademark License; and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, and (B) injury to the goodwill associated with any Trademark or any Trademark licensed under a Trademark License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce the Lender as aforesaid, Grantor hereby grants to the Lender, a right of setoff, against the property of Grantor held by the Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

(c) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement.

### 3. REPRESENTATIONS AND WARRANTIES.

(a) Grantor represents and warrants that, as of the Closing Date, Grantor owns or has rights to use all Intellectual Property necessary to continue to conduct its business as now or heretofore conducted by it or proposed to be conducted by it. Each Trademark registered with or that is the subject of an application with the United States Patent and Trademark Office or its foreign equivalents, as applicable, together with application or registration numbers, and each Trademark License is listed in Schedule I hereto. Grantor represents and warrants that all Trademarks which are necessary or material to the operations of Grantor have been registered with the United States Patent and Trademark Office or its foreign equivalents, as applicable. Grantor conducts its business and affairs without infringement of or interference with any Intellectual Property of any other Person in any material respect. Grantor is not aware of any infringement claim by any other Person with respect to any Intellectual Property. This Trademark Security Agreement is effective to create a valid and continuing security interest in and Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the filing of appropriate financing statements, perfected security interests in favor of the Lender in all of Grantor's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Trademark

Security Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements, all action necessary or otherwise requested by the Lender to protect and perfect the Lender's security interest in and Lien on Grantor's Trademarks shall have been duly taken.

(b) In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to the Lender with respect to the Intellectual Property Collateral made in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

#### 4. COVENANTS.

(a) Grantor shall notify the Lender promptly if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving the Lender prior written notice thereof, and, upon request of the Lender, Grantor shall execute and deliver supplements hereto or a new security agreement as the Lender may request to evidence the Lender's Lien on such Trademark, and the general intangibles of Grantor relating thereto or represented thereby.

(c) Except to the extent that Grantor determines in its reasonable business judgment that a Trademark of the Grantor has negligible economic value or such Trademark is no longer utilized in the ordinary course of the Grantor's business, Grantor shall take all actions necessary or requested by the Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is believed by Grantor to be infringed upon, or misappropriated or diluted by a third party, Grantor shall promptly give notice thereof to the Lender and shall execute and deliver supplements hereto or a new security agreement as the Lender may request to grant the Lender a Lien on Grantor's claim against such third party as required under Section 6.23(d) of the Loan Agreement, and Grantor shall promptly sue for infringement, misappropriation or dilution, to recover any and all damages for such infringement, misappropriation or dilution, take such other actions to enforce its right and protect such Intellectual Property Collateral whether by action, suit, proceeding or otherwise and take any and all other actions as the Lender shall deem necessary or appropriate under the circumstances to protect such Intellectual Property Collateral.



(e) In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants contained in the Loan Agreement with respect to the Intellectual Property Collateral, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. RIGHTS AND REMEDIES.

(a) For the purpose of enabling the Lender to exercise rights and remedies under the Loan Agreement (including, without limiting the terms hereof or of the Loan Agreement, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Collateral described in the Loan Agreement) at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grant to the Lender, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any of the Intellectual Property Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

(b) Grantor hereby acknowledges and affirms that certain other rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desire to give or serve upon another any such communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Loan Agreement (or such other address as may be substituted by notice given in the manner required by Section 11.12 of the Loan Agreement), and given in the manner required by Section 11.12 of the Loan Agreement.

8. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Trademark Security Agreement. This Trademark Security Agreement is to be read, construed and applied together with the Loan Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of the Lender and Grantor with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Loan Agreement, the provision in the Loan Agreement shall govern and control.

9. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Trademark Security Agreement with its counsel.

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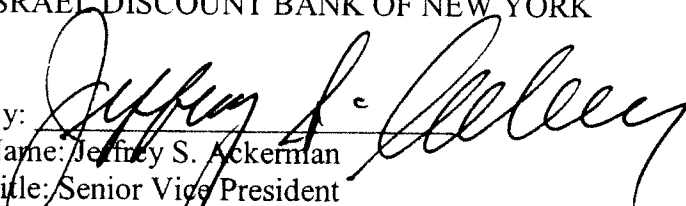
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.


MEDIA SYNDICATION GLOBAL, LLC

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

Acknowledged and Agreed:

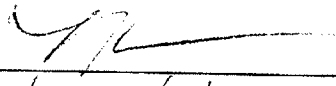
ISRAEL DISCOUNT BANK OF NEW YORK

By:   
Name: Jeffrey S. Ackerman  
Title: Senior Vice President

By:   
Name: Barry Solomon  
Title: Vice President

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

MEDIA SYNDICATION GLOBAL, LLC

By:   
Name: Larry Nusbaum  
Title: CFO

Acknowledged and Agreed:

ISRAEL DISCOUNT BANK OF NEW YORK

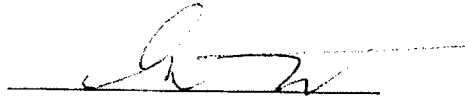
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ACKNOWLEDGMENT OF GRANTOR

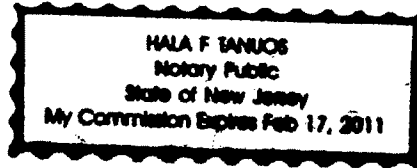
STATE OF N.J. )  
 )  
COUNTY OF Hudson ) ss.

On this 16 day of February, 2007 before me, the undersigned, a Notary Public in and for the said state, personally appeared LARRY NUSSBAUM, of Media Syndication Global, LLC, who proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the person upon behalf of which he acted, executed the instrument.



Notary Public

{seal}



SCHEDULE I  
to  
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