

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
Target Marketing, Inc.		07/20/2007	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 S. LaSalle St., Suite 640		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2222411	KEY	
Registration Number:	2574805	POSITION YOURSELF TO WIN	
Registration Number:	2533249	TARGET STATISTICAL ANALYSIS	
CORRESPONDENCE DATA			
Fax Number:	(312)460-7963		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bharaguchi@seyfarth.com		
Correspondent Name:	Bruce Haraguchi		
Address Line 1:	131 S. Dearborn, Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	23714-23 SECURITY INT.		
NAME OF SUBMITTER:	Bruce Haraguchi		
Signature:	/Bruce Haraguchi/		

CH \$90.00 2222411

Date:

07/24/2007

Total Attachments: 9

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**AMENDED AND RESTATED PATENT AND TRADEMARK
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 20, 2007, is made by TARGET MARKETING, INC., a Missouri corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under and as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent"). Capitalized terms used but not defined in this Agreement shall have the meanings assigned to such terms in the Guaranty and Collateral Agreement referenced below.

RECITALS

A. PlattForm Advertising, Inc., a Kansas corporation (the "Company"), and the Administrative Agent (as the Lender and the Administrative Agent under and as defined therein) are parties to that certain Credit Agreement, dated as of December 7, 2005, as amended by that certain First Amendment, dated as of July 14, 2006, between the Company and Administrative Agent, and as further amended by that certain Second Amendment, dated of June 5, 2007, between the Company and Administrative Agent, pursuant to which the Administrative Agent and other Lenders party thereto have made available to the Company various revolving and term loan credit facilities (the "Existing Credit Agreement").

B. In connection with the Existing Credit Agreement, the Company, the Affiliates of the Company party thereto and the Administrative Agent entered into that certain Guaranty and Collateral Agreement, dated as of December 7, 2005, pursuant to which each Affiliate of the Company party thereto guaranteed the obligations of the Company under the Existing Credit Agreement and pledged substantially all of its properties and assets to the Administrative Agent as collateral for such guaranty obligation (the "Existing Guaranty and Collateral Agreement").

C. Pursuant to the terms of the Existing Guaranty and Collateral Agreement and that certain Patent and Trademark Security Agreement, dated as of December 7, 2005, made by the Grantor in favor of the Administrative Agent (the "Existing Patent and Trademark Security Agreement"), the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations (as defined in the Existing Guaranty and Collateral Agreement).

D. The Company, the Affiliates of the Company party thereto and the Administrative Agent desire to amend and restate (a) the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Company, the Affiliates of the Company party thereto, the Lenders party thereto and the Administrative Agent (as amended, restated or supplemented from time to time, the "Credit Agreement"), which Credit Agreement amends, restates and consolidates (but does not discharge) the liabilities and obligations of the Company under the Existing Credit Agreement and (b) the Existing Guaranty and Collateral Agreement by entering that certain Amended and

Restated Guaranty and Collateral Agreement, dated as of the date hereof, by and among the Company, the Affiliates of the Company party thereto and the Administrative Agent (as amended, restated or supplemented from time to time, the "Guaranty and Collateral Agreement").

E. In connection with the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor and the Administrative Agent desire to amend and restate the Existing Patent and Trademark Security Agreement by entering into this Agreement.

F. The Grantor is affiliated with the Company and the other Borrower Group Members. The Grantor, the Company and the other Borrower Group Members are engaged in interrelated businesses, and the Grantor will derive substantial direct and indirect benefit from the new and continued extensions of credit under the Credit Agreement. It is a condition precedent to each Lender's obligation to extend credit under the Credit Agreement that the Grantor shall have executed and delivered this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Credit Agreement and the Guaranty and Collateral Agreement, the Grantor hereby (a) reaffirms the security interest granted by the Grantor to the Administrative Agent, for the benefit of the Lenders, in the Existing Patent and Trademark Security Agreement, and (b) assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each Patent, including, without limitation, each Patent referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and

- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 2 annexed hereto, any Patent issued pursuant to a patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").


Schedule 1 lists all of the Trademark Collateral of the Grantor and Schedule 2 lists all of the Patent Collateral of the Grantor, in each case, as of the date of this Agreement. This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement shall replace, and be substituted for, the Existing Patent and Trademark Security Agreement; provided, however, this Agreement is not a novation of the Existing Patent and Trademark Security Agreement, and shall not be deemed to affect the rights, duties or obligations of the parties to the Existing Patent and Trademark Security Agreement, all of which rights, duties and obligations remain in full force and effect and are now evidenced by this Agreement.

[signature page follows]

The Grantor hereby executes and delivers this Amended and Restated Patent and Trademark Security Agreement as of the date first written above.

TARGET MARKETING, INC.

By: 
Title: CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Title: _____

*Signature Page to Amended and Restated
Patent and Trademark Security Agreement*

CHI 11257918.4

TRADEMARK
REEL: 003587 FRAME: 0915

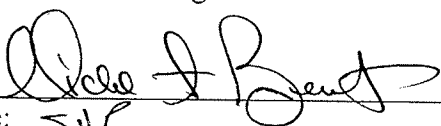
The Grantor hereby executes and delivers this Amended and Restated Patent and Trademark Security Agreement as of the date first written above.

TARGET MARKETING, INC.

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Title: SVP

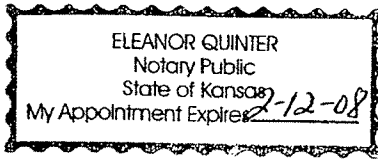
*Signature Page to Amended and Restated
Patent and Trademark Security Agreement*

CHI 11257918.4

TRADEMARK
REEL: 003587 FRAME: 0916

STATE OF KANSAS)
COUNTY OF JOHNSON) ss

On this 20th day of July, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Eleanor Quinter
Notary Public

*Notary to Amended and Restated
Patent and Trademark Security
Agreement*

CHI 11257918.4

TRADEMARK
REEL: 003587 FRAME: 0917

SCHEDULE 1

to

AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

Trademark: Key Magazine

Serial Number: 75/343,268

Registration Number: 2,222,411

Country: United States of America

Classes: 16 Int.

Filing Date: August 19, 1997

Registration Date: February 9, 1999

Due Date: February 9, 2009

Trademark: Position Yourself to Win

Serial Number: 75/343,263

Registration Number: 2,574,805

Country: United States of America

Classes: 41 Int.

Filing Date: August 19, 1997

Registration Date: June 4, 2002

Due Date: June 4, 2008

Trademark: Target Statistical Analysis

Serial Number: 75/599,265

Registration Number: 2,533,249

Country: United States of America

Classes: 42 Int.

Filing Date: December 3, 1998

Registration Date: January 29, 2002

Due Date: January 29, 2008

Trademark: Target USA

Serial Number: 75/343,269

Registration Number: 2,317,601

Country: United States of America

Classes: 35 Int.

Filing Date: August 19, 1997

Registration Date: February 15, 2000

Due Date: February 15, 2006

Trademark: TM and Design

Serial Number: 75/343,267

Registration Number: 2,317,600

Country: United States of America

Classes: 35 Int.

Filing Date: August 19, 1997

Registration Date: February 15, 2000

Due Date: February 15, 2006

SCHEDULE 2
to
AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Licenses

None.