

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vayan Marketing Group, LLC		07/31/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anacapa Funding I, LLC		
<b>Street Address:</b>	1180 Peachtree Street, NE		
<b>Internal Address:</b>	Suite 2510		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Agent:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3123242	VAYAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-8523		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Edward T. White		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza, East Tower		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	69057.3		
<b>NAME OF SUBMITTER:</b>	Edward T. White		
<b>Signature:</b>	/Edward T. White/		

CH \$40.00 3123242

Date:

08/09/2007

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, VAYAN MARKETING GROUP, LLC, a Delaware limited liability company (“Grantor”), owns the Trademarks, trademark registrations, trademark applications and the trademark licenses listed on Schedule 1 annexed hereto, and

WHEREAS, pursuant to the terms of the Security Agreement dated as of July 31, 2007 (as said Agreement may be amended, restated or otherwise modified from time to time, the “Security Agreement”), between Grantor, the other Grantors party thereto, and Anacapa Funding I, LLC, as agent (“Agent”), Grantor has granted to Agent a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademark, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) 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 registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of July, 2007.

Acknowledged:

**GRANTOR:**

VAYAN MARKETING GROUP, LLC

By: \_\_\_\_\_

Name: Jesse J. Lo Re

Title: Chief Operating Officer

**AGENT:**

ANACAPA FUNDING I, LLC

By: \_\_\_\_\_

Name: Joel Holsinger

Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of July, 2007.

Acknowledged:

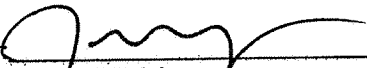
**GRANTOR:**

VAYAN MARKETING GROUP, LLC

By: \_\_\_\_\_  
Name: Jesse J. Lo Re  
Title: Chief Operating Officer

**AGENT:**

ANACAPA FUNDING I, LLC

By:  \_\_\_\_\_  
Name: Joel Holsinger  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
Vayan Marketing Group, LLC	US	Vayan	3,123,242	August 1, 2006	Registered