

**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>
Washington Free Weekly, Inc.		07/24/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anacapa Funding I, LLC, as Agent		
<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>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3170772	CRAFTY BASTARDS	
Registration Number:	2650932	LOOSE LIPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-888-4284		
<b>Email:</b>	tramstrom@hunton.com		
<b>Correspondent Name:</b>	Todd Ramstrom		
<b>Address Line 1:</b>	600 Peachtree Street, NE Ste. 4100		
<b>Address Line 2:</b>	Hunton & Williams		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Brandon A. Van Balen, Esq.		
<b>Signature:</b>	/Brandon A. Van Balen, Esq./		

OP \$65.00 3170772

Date:

08/14/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of July 24, 2007, by WASHINGTON FREE WEEKLY, INC., a Delaware corporation ("**Grantor**"), in favor of ANACAPA FUNDING I, LLC ("**Anacapa**"), as Agent ("**Agent**").

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

WHEREAS, pursuant to that certain Loan Agreement, dated as of July 24, 2007, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and Anacapa, as Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Security Agreements; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Loan Agreement and other Loan Documents, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all of its Trademarks and Trademark License (as defined in the US Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, renewals, revivals, amendments, alterations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products, revenues and other proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) breach of any Trademark License, and (iii) other injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreements. 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 Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Authorization to Supplement.** Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States trademarks or applications therefore of Grantor, which become Trademarks or the subject of Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

GRANTOR:

WASHINGTON FREE WEEKLY, INC.

By: *Ben A. Eason*  
Name: Benjamin A. Eason  
Title: President and CEO

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Florida )  
COUNTY OF Hillsborough )

ss.

On this 17<sup>th</sup> day of July, 2007, before me personally appeared Benjamin A. Eason who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, and who being duly sworn by me did depose and say that (i) he is an authorized officer of Grantor, (ii) such instrument was signed on behalf of Grantor as duly authorized by Grantor, and (iii) he or she acknowledged such instrument to be the free act and deed of Grantor.

*Ranette M. Hoover*  
Notary Public

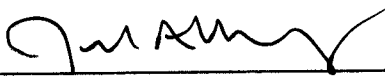
[Notarial Seal]

NOTARY PUBLIC-STATE OF FLORIDA  
**Ranette M. Hoover**  
Commission # DD568299  
Expires: JUNE 26, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ANACAPA FUNDING I, LLC

By: 

Name: Joel Holsinger

Title: Vice President

Signature Page 2

Trademark Security Agreement (WFW)  
686318

**TRADEMARK**  
**REEL: 003601 FRAME: 0389**

**Schedule 1**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Trademark</b>	<b>Registration/Serial #</b>	<b>Registration Date</b>
Crafty Bastards	3,170,772	11/14/2006
Loose Lips	2,650,932	11/19/2002

**Trademark Applications:**

<b>Trademark</b>	<b>Application/Serial #</b>	<b>Application Date</b>

Schedule 1

Trademark Security Agreement (WFW)  
686318