

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Creative Loafing Atlanta, Inc.		07/24/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Anacapa Funding I, LLC, as Agent
Street Address:	1180 Peachtree Street NE
Internal Address:	Suite 2510
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1421046	CREATIVE LOAFING
Registration Number:	2338841	CREATIVE LOAFING
Registration Number:	1824380	GWINNETT LOAF
Registration Number:	2178031	CREATIVE LOAFING NTRWK
Registration Number:	2285954	THE SOCIETY OF CREATIVE LOAFERS
Serial Number:	75726110	CREATIVE LOAFING NTRWK

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-888-4284
 Email: tramstrom@hunton.com
 Correspondent Name: Todd Ramstrom
 Address Line 1: 600 Peachtree Street, NE Ste. 4100
 Address Line 2: Hunton & Williams
 Address Line 4: Atlanta, GEORGIA 30308

TRADEMARK

OP \$165.00 1421046

NAME OF SUBMITTER:	Brandon A. Van Balen, Esq.
Signature:	/Brandon A. Van Balen, Esq./
Date:	08/14/2007
Total Attachments: 5 source=CLA#page1.tif source=CLA#page2.tif source=CLA#page3.tif source=CLA#page4.tif source=CLA#page5.tif	

TRADEMARK SECURITY AGREEMENT

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

WITNESSETH:

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 Agreement; 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 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.

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.

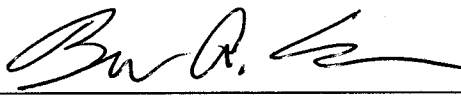
5. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[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:

CREATIVE LOAFING ATLANTA, INC.

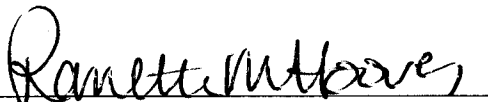
By: 
Name: Benjamin A. Eason
Title: President and CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)
COUNTY OF Hillsborough)

ss.

On this 20 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.


Notary Public

[Notarial Seal]

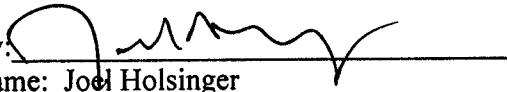
NOTARY PUBLIC-STATE OF FLORIDA
Ranette M. Hoover
Commission # DD568299
Expires: JUNE 26, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

JUL 20 2007

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ANACAPA FUNDING I, LLC

By: 
Name: Joel Holsinger
Title: Vice President

Signature Page 2

Trademark Security Agreement (Creative Loafing Atlanta Inc.)
686325

TRADEMARK
REEL: 003601 FRAME: 0396

Schedule 1

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration/Serial #	Registration Date
Creative Loafing	1,421,046	05/30/1986
Creative Loafing	2,338,841	04/04/2000
Gwinnett Loaf	1,824,380	03/01/1994
Creative Loafing Ntwrk	2,178,031	08/04/1998
The Society of Creative Loafers	2,285,954	10/12/1999
Creative Loafing Ntwrk	Serial No. 75726110	06/10/1999

Trademark Applications:

Trademark	Application/Serial #	Application Date

Schedule 1

Trademark Security Agreement (Creative Loafing Atlanta, Inc)
686325