TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Central Florida Press, LLC	08/14/2007	108/14/2007 I	LIMITED LIABILITY
			COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	CitiCapital Commercial Corporation	
Street Address:	450 Mamaroneck Avenue	
City:	Harrison	
State/Country:	NEW YORK	
Postal Code:	10528	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1596925	CENTRAL FLORIDA PRESS

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

ATTORNEY DOCKET NUMBER:	CSC # 056826
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/

TRADEMARK REEL: 003604 FRAME: 0403

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Date:	08/20/2007
Total Attachments: 5 source=centfl_citicap_tm1#page2.tif source=centfl_citicap_tm1#page3.tif source=centfl_citicap_tm1#page4.tif source=centfl_citicap_tm1#page5.tif source=centfl_citicap_tm1#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of August 14, 2007, is made by CENTRAL FLORIDA PRESS, LLC, a limited liability company formed under the laws of Florida, located at 4542 & 4560 L.B. McLeod Road, Orlando, Florida 32811 (the "Company") to and in favor of CITICAPITAL COMMERCIAL CORPORATION, a Delaware corporation (together with its successors and assigns, the "Lender").

RECITALS

WHEREAS, the Company is obligated to the Lender pursuant to a certain Loan and Security Agreement, dated the date hereof, among the Borrowers (as defined therein, including the Company) thereto and the Lender (as the same may be amended, modified, restated or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Company has granted a security interest, mortgaged, pledged, hypothecated and collaterally assigned to the Lender all of its right, title and interest in and to the property described therein, including, without limitation, (a) all of the Company's trademarks, whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, the goodwill of the business symbolized by such trademarks, and any registrations and applications therefor, and (b) all products and proceeds of any of the foregoing, as security for all of the Obligations; and

WHEREAS, the Company has adopted, used and is using the marks shown in the attached <u>Schedule I</u>, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached <u>Schedule I</u>; and

WHEREAS, as a condition precedent to the extension of the financial accommodations pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, for its benefit, a security interest in and a collateral assignment of the Property (as herein defined).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company hereby agrees as follows:

- 1. As security for all of the Obligations, the Company hereby grants and conveys a security interest to the Lender, for its benefit, in, and collaterally assigns to the Lender, for its benefit, all of the Company's right, title and interest in, to and under the following (collectively, the "Property"):
- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark

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Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, and all renewals thereof (collectively, the "<u>Trademarks</u>"), whether now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in <u>Schedule I</u> hereto, and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation. any Trademark referred to in <u>Schedule I</u> hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Lender exercises the rights and remedies accorded to it under the Loan Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Company shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, granting licenses thereof in the ordinary course of business and enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Company's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

- 2. The Company expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest and collateral assignment granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein as if set forth herein.
- 3. This Agreement constitutes a Loan Document and shall be governed and construed accordingly as provided in the Loan Agreement.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written

CENTRAL FLORIDA PRESS, LLC
By: Jan, Steppe
Name: Gary Stiffler Its: Chairman and CEO
Its: Chairman and CEO
CITICAPITAL COMMERCIAL CORPORATION, as Lender
Ву:
Name:
Its:

1282071 - Trademark Security Agreement

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written

CENTRAL FLORIDA PRESS, LLC

By:______Name:

Its:

CITICAPITAL COMMERCIAL CORPORATION, as Lender

By: 1) roce

Name: Richard AlGere
Its: 5112

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SCHEDULE I

Schedule I to a Trademark Security Agreement dated August $\,$ 14, 2007, by and between CENTRAL FLORIDA PRESS, LLC and CITICAPITAL COMMERCIAL CORPORATION , as Lender.

Registration No. / Serial No.	Country	Registration Date	Mark
1596925 / 73-815286	USA	May 15, 1990	Central Florida Press

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RECORDED: 08/20/2007