

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Appointment of new Agent of First Lient Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG		07/27/2007	PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	2001 Clayton Road		
Internal Address:	CA4-702-02-25		
City:	Concord		
State/Country:	CALIFORNIA		
Postal Code:	94520		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2024896	SMG	
Registration Number:	3032026	SMG	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8847		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 343-2000		
Email:	kimberly.saltrick@hmw.com, gina.eikenberry-wray@hmw.com		
Correspondent Name:	Kimberly G. Saltrick, Paralegal		
Address Line 1:	201 North Tryon Street		
Address Line 2:	Helms Mulliss & Wicker, PLLC		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	4052178-3222		
NAME OF SUBMITTER:	Christian R. Brose		

CH \$65.00 2024896

Signature:	/Christian R. Brose/
Date:	08/29/2007
Total Attachments: 7 source=SMG Appointment of new Agent#page1.tif source=SMG Appointment of new Agent#page2.tif source=SMG Appointment of new Agent#page3.tif source=SMG Appointment of new Agent#page4.tif source=SMG Appointment of new Agent#page5.tif source=SMG Appointment of new Agent#page6.tif source=SMG Appointment of new Agent#page7.tif	

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 SMG

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other _____

Citizenship (see guidelines) Pennsylvania

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Bank of America, N.A., as Agent
 Internal
 Address: CA4-702-02-25
 Street Address: 2001 Clayton Road
 City: Concord
 State: California
 Country: USA Zip: 94520

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 27, 2007

Assignment Merger
 Security Agreement Change of Name
 Other --- SEE BELOW

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2024896 (SMG); 3032026 (SMG Design only)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 CONTINUED FROM 3 above.... Change to USPTO Document recorded at REEL 003570 / FRAME 0122 to Receiving Party on record from American Capital Financial Services, Inc., as Agent to Bank of America, N.A., as Agent.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kimberly B. Saltrick, Paralegal
 Internal Address: Helms Mulliss & Wicker, PLLC
 Street Address: 201 North Tryon Street
 City: Charlotte
 State: North Carolina Zip: 28202
 Phone Number: 704-343-2000
 Fax Number: 704-444-8847
 Email Address: kimberly.saltrick@hmw.com

6. Total number of applications and registrations involved: 2

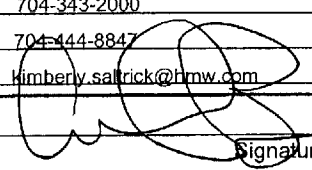
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:  _____ 07-27-07
 Signature Date
Christian R. Brose/Helms Mulliss & Wicker, PLLC Total number of pages including cover sheet, attachments, and document 7
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2007, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., ("Bank of America"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement dated as of July 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SMG, a Pennsylvania general partnership (the "Borrower"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and Bank of America as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

B. All the Grantors are party to that certain Amended and Restated First Lien Pledge and Security Agreement dated as of July 27, 2007 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Bank of America to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

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

SECTION 4. GOVERNING LAW

4.1 THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[Signatures Pages Follow]

[FIRST LIEN TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

Very truly yours,

SMG
as Grantor

By: H. Westley

Name: Harold Westley

Title: President and Chief Executive Officer

**SCHEDULE
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

Owned Trademarks

Mark	Registration Number
SMG	2024896
SMG Design Only	3032026

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMG		06/14/2007	General Partnership:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2024896	SMG	
Registration Number:	3032026	SMG	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	kristopher.villarreal@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Kris Villarreal		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 11001		
ATTORNEY DOCKET NUMBER:	14082.0274		
NAME OF SUBMITTER:	Kristopher Villarreal		
Signature:	/Kristopher Villarreal/		
Date:	06/28/2007		

CH \$65.00 2024896

900080480

TRADEMARK
 REEL: 003570 FRAME: 0122

TRADEMARK
 REEL: 003611 FRAME: 0377

Total Attachments: 5

source=SMGTrademark Security Agreement#page1.tif

source=SMGTrademark Security Agreement#page2.tif

source=SMGTrademark Security Agreement#page3.tif

source=SMGTrademark Security Agreement#page4.tif

source=SMGTrademark Security Agreement#page5.tif

TRADEMARK
REEL: 003570 FRAME: 0123

RECORDED: 08/29/2007

TRADEMARK
REEL: 003611 FRAME: 0378