

**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>
RCL Publishing LLC		09/06/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT Lending Services Corporation		
<b>Street Address:</b>	One CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3031428	BLEST ARE WE	
Registration Number:	3174807	BLEST ARE WE	
Registration Number:	1718078	CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	rsilverman@golenbock.com		
<b>Correspondent Name:</b>	Robin E. Silverman		
<b>Address Line 1:</b>	437 Madison Avenue		
<b>Address Line 2:</b>	Golenbock Eiseman Assor Bell & Peskoe LL		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Robin E. Silverman		
<b>Signature:</b>	/Robin E. Silverman/		

OP \$90.00 3031428

Date:

09/11/2007

**Total Attachments: 8**

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**TO BE RECORDED WITH U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 6, 2007, 2007, by **RCL PUBLISHING LLC**, a Delaware limited liability company ("Debtor"), to and with **CIT LENDING SERVICES CORPORATION**, a Delaware corporation, **as Agent** (in such capacity, together with its successors and assigns in such capacity, "Agent") for the benefit of itself and the financial institutions and other Persons which are now or hereafter become Secured Parties under, or as defined in, the General Security Agreement referred to below ("Secured Parties").

**RECITALS**

A. Debtor has executed and delivered to Agent a certain Security Agreement dated as of June 27, 2007, as amended by that certain First Amendment to and Reaffirmation of Security Agreement dated as of July 26, 2007, and as amended by that certain Second Amendment to and Reaffirmation of Security Agreement of even date herewith, as the same may be amended, renewed, restated or extended from time to time (the "General Security Agreement") by and between Agent, on behalf of Secured Parties, and Debtor.

B. Debtor has agreed to enter into this Agreement in furtherance of the rights granted to Agent, on behalf of Secured Parties, under the General Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. **Security Interest.** Debtor hereby grants to Agent, for the benefit of, and on behalf of, Secured Parties, a continuing security interest in all registered trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, whether registered or unregistered (other than "intent to use" trademark applications), including, but not limited to, those trademarks of Debtor listed on **Schedule A** attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Obligations (as defined in the General Security Agreement). Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. **Representations and Warranties.** Debtor represents and warrants that:

2.1. **Schedule A** sets forth all material United States trademark registrations and applications owned by Debtor as of the Closing Date.

2.2. As of the Closing Date, to the best of the Debtor's knowledge, the Collateral set forth on **Schedule A** is subsisting and has not been adjudged invalid or unenforceable in a manner that would result in a Material Adverse Effect.

2.3. Debtor has the full limited liability company power and limited liability company authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of any material Collateral to the extent the Debtor reasonably deems to be commercially practicable.

**3. Covenants.** Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire rights to any new registered trademark, the provisions of Section 1 shall automatically apply thereto and at least annually Debtor shall give to Agent written notice thereof, and shall execute an amendment to **Schedule A** including such registrations and applications and shall take any other action reasonably necessary to record Agent's and Secured Parties' interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any material Collateral to the extent the Debtor reasonably deems to be commercially practicable.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

**4. Remedies.** After the occurrence and during the continuance of any Event of Default (as defined in the General Security Agreement), Agent may in accordance with the Loan Agreement declare all Obligations secured hereby immediately due and payable and shall have the remedies set forth in the General Security Agreement and the remedies of a secured party under the Uniform Commercial Code.

**5. Attorney-in-Fact.** Debtor hereby appoints Agent, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Agent reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Agent (or Agent's designee in accordance with the terms hereof) and on the statements made therein.

**6. General.**

6.1. No course of dealing between Debtor and Agent, nor any failure to exercise, nor any delay in exercising on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement (as defined in the General Security Agreement) shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Agent of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Agent's rights and remedies with respect to the Collateral, whether established hereby or by the General Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of the General Security Agreement or any other security agreement or other agreement now or hereafter existing between Debtor and Agent.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of New York.

**7. Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

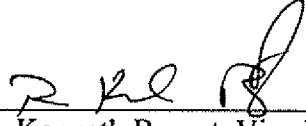
**8. Termination of Security Interests; Release of Collateral.** Upon the indefeasible repayment and performance in full of all the Obligations (other than L/C Obligations which may remain outstanding supported by Debtor's cash collateralization, replacement or indemnifications reasonably satisfactory to Agent, and other than indemnification and other obligations intended to survive the payment in full of the Loans) and termination of all commitments of Lenders to make Loans under the Loan Agreement, the Security Interests and all other rights given to Agent and Lenders hereunder shall terminate and all rights to the Collateral

shall revert to Debtor. Upon any such termination of the Security Interests or release of Collateral in accordance with the terms of the Loan Agreement, Agent will, at Debtor's expense to the extent permitted by law, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be. In the event that all or any part of the payments described in this **Section 8** are rescinded or recovered directly or indirectly from any Lender as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such rescinded or recovered payments shall constitute Obligations for all purposes hereunder and the obligations of Debtor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**RCL PUBLISHING LLC**

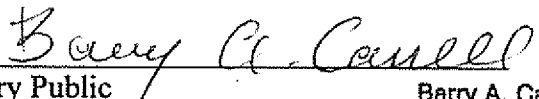
By:   
R. Kenneth Bryant, Vice President

**CIT LENDING SERVICES CORPORATION, As Agent**

By: \_\_\_\_\_  
Anthony Holland, Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

In New York on this 30<sup>th</sup> day of August, 2007, before me personally appeared R. Kenneth Bryant, the Vice President of RCL Publishing LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

  
Notary Public Barry A. Cassell  
Print Name: \_\_\_\_\_ Notary Public, State of New York  
My Commission expires: \_\_\_\_\_ No. 02CA6133045  
Qualified in New York County  
Commission Expires September 6, 2009

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/Standard Publishing – (Pearson) Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

**RCL PUBLISHING LLC**

By: \_\_\_\_\_  
R. Kenneth Bryant, Vice President

**CIT LENDING SERVICES CORPORATION, As Agent**

By: Anthony Holland  
Anthony Holland, Vice President

STATE OF NEW YORK    )  
COUNTY OF NEW YORK )

In New York on this \_\_\_\_\_ day of August, 2007, before me personally appeared R. Kenneth Bryant, the Vice President of RCL Publishing LLC, to me known and known by me to be the person executing the foregoing instrument and he/her acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of said limited liability companies.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

[SIGNATURES CONTINUED ON NEXT PAGE]

[CIT/Standard Publishing – (Pearson) Trademark Security Agreement]



STATE OF NEW JERSEY )  
COUNTY OF MORRIS )

In Morristown on this 4<sup>th</sup> day of September, 2007, before me personally appeared Anthony Holland, the Vice President of CIT Lending Services Corporation, as Agent, to me known and known by me to be the person executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of said corporation.

Mary Ann Dunn  
Notary Public  
Print Name: MARY ANN DUNN  
My Commission expires: MAY 8, 2011

MARY ANN DUNN  
Notary Public of New Jersey  
My Comm. Exp. May 8, 2011

[CIT/Standard Publishing – (Pearson) Trademark Security Agreement]

**SCHEDULE A**

**United States Trademark Registrations**

<b>Trademark</b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
BLEST ARE WE	3031428	12/20/2005
BLEST ARE WE	3174807	11/21/2006
CONNECT Plus Design	1718078	09/22/1992