

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BNP Media, Inc.		08/31/2007	CORPORATION: MICHIGAN
BNP Media II, LLC		08/31/2007	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	39200 Six Mile Road
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Michigan banking corporation: MICHIGAN

**PROPERTY NUMBERS Total: 121**

Property Type	Number	Word Mark
Serial Number:	76677968	POWDER COATING 101
Serial Number:	76677259	CLEARINTUITION
Serial Number:	76677260	SUSTAINABLE FACILITY
Serial Number:	76673676	DAIRY PRODUCT INNOVATIONS
Serial Number:	76673450	AEC STORE
Serial Number:	76672420	CLEAREPORT
Serial Number:	76671727	DAIRY FOODS
Serial Number:	76671629	PACKAGING BUSINESS NEWS
Registration Number:	3241159	ICS CLEANING SPECIALIST
Registration Number:	3270668	RESTORATION & REMEDIATION
Registration Number:	3226243	SITEPREP
Serial Number:	78881410	FINISHING TODAY
Serial Number:	76659575	CLEAR SEAS RESEARCH

CH \$3040.00 76677968

Registration Number:	3069491	INTELLIGENT BUILDINGS TODAY
Serial Number:	76649358	SUSTAINABLE PACKAGING FORUM
Registration Number:	3018795	APPLIANCE DESIGN
Registration Number:	3033219	ENERGY & POWER MANAGEMENT
Registration Number:	2982364	SUSTAINABLE HOME
Registration Number:	2951148	CP COATINGS FOR PLASTICS SYMPOSIUM
Registration Number:	2980566	PREPARED FOODS NEW PRODUCTS CONFERENCE
Registration Number:	2918680	ASI ADHESIVES & SEALANTS INDUSTRY
Registration Number:	2950635	NDT NONDESTRUCTIVE TESTING
Registration Number:	2950618	TILE MAGAZINE
Registration Number:	2933843	PACKAGE DESIGN
Registration Number:	2868113	PACKAGE DESIGN 2004
Registration Number:	2871153	FOOD ENGINEERING FOOD MASTER
Registration Number:	2878502	ASSEMBLY
Registration Number:	2494379	FLOOR COVERING INSTALLER
Registration Number:	2667814	POLLUTION ENGINEERING
Registration Number:	2524425	WALLS & CEILINGS
Registration Number:	2428371	NUTRA SOLUTIONS
Registration Number:	2426837	INDUSTRIAL PAINT & POWDER
Registration Number:	2397997	CIRCUITREE
Registration Number:	2363455	CONTEMPORARY STONE & TILE DESIGN
Registration Number:	2330437	PROCESS COOLING AND EQUIPMENT
Registration Number:	2365473	FOOD AUTOMATION
Registration Number:	2427464	NUTRA SOLUTIONS
Registration Number:	2265890	NATIONAL FLOOR TRENDS
Registration Number:	2545563	ENERGY USER NEWS
Registration Number:	2200795	ROOFING CONTRACTOR
Registration Number:	2192929	ENVIRONMENTAL DESIGN & CONSTRUCTION
Registration Number:	2180597	SNIPS
Registration Number:	2175021	PCI
Registration Number:	2174721	POB
Registration Number:	2111485	PM ENGINEER
Registration Number:	2111486	PROCESS HEATING
Registration Number:	2113211	CONTEMPORARY STONE DESIGN
Registration Number:	2132304	STONE WORLD

**TRADEMARK**

**REEL: 003621 FRAME: 0578**

Registration Number:	2128785	REEVES JOURNAL
Registration Number:	2142248	NATIONAL DRILLERS
Registration Number:	2099200	SECURITY
Registration Number:	2048478	FOR DISTRIBUTORS ONLY
Registration Number:	1969751	PAINT & COATINGS INDUSTRY
Registration Number:	1876605	SUPPLY HOUSE TIMES
Registration Number:	1876164	INDUSTRIAL PAINT & POWDER
Registration Number:	1849895	WORLD TRADE
Registration Number:	1859667	INDUSTRIAL SAFETY & HYGIENE NEWS
Registration Number:	1777830	ENERGY USER NEWS
Registration Number:	1753884	PACKAGING STRATEGIES
Registration Number:	1812080	PLUMBING AND MECHANICAL
Registration Number:	1729271	ENGINEERED SYSTEMS
Registration Number:	1640462	CERAMIC INDUSTRY DATA BOOK & BUYERS GUIDE
Registration Number:	1638386	CERAMIC INDUSTRY
Registration Number:	1610901	SECURITY
Registration Number:	1602233	SECURITY DISTRIBUTING & MARKETING
Registration Number:	1474944	FOOD PLANT IDEAS
Registration Number:	1427995	DAIRY FOODS
Registration Number:	1278914	PREPARED FOODS
Registration Number:	1260469	INDUSTRIAL SAFETY & HYGIENE NEWS
Registration Number:	1225002	P.O.B.
Registration Number:	1225001	POINT OF BEGINNING
Registration Number:	1143330	POLLUTION ENGINEERING
Registration Number:	1046335	QUALITY
Registration Number:	1047238	SDM
Registration Number:	0890706	WALLS & CEILINGS
Registration Number:	0750900	FOOD ENGINEERING
Registration Number:	0699850	APPLIANCE MANUFACTURER
Registration Number:	0687580	THE AIR CONDITIONING, HEATING AND REFRIGERATION NEWS
Registration Number:	0668388	INDUSTRIAL HEATING
Registration Number:	0699860	
Registration Number:	2241473	FOOD & DRUG PACKAGING
Registration Number:	2296366	BRAND PACKAGING

Registration Number:	2352458	PACKAGING THAT SELLS
Registration Number:	2411494	FLEXIBLE PACKAGING
Registration Number:	2415479	PACKAGING THAT SELLS
Registration Number:	2432816	REFRIGERATED & FROZEN FOODS
Registration Number:	2456873	CONFECTIONER
Registration Number:	2769118	PLBUYER
Registration Number:	2801600	PRIVATE LABEL BUYER
Registration Number:	2822538	STAGNITO'S NEW PRODUCTS MAGAZINE
Registration Number:	2988392	MEAT & DELI RETAILER
Registration Number:	3066926	MEAT & DELI RETAILER
Registration Number:	3090239	DESIGN GALLERY
Registration Number:	3112050	R&FF
Registration Number:	3134940	REFRIGERATED & FROZEN FOODS RETAILER
Registration Number:	3255717	FOOD SAFETY SUMMIT
Registration Number:	2647530	NEW YORK GAMING SUMMIT
Registration Number:	2495735	NORTHERN GAMING SUMMIT
Registration Number:	2495736	SOUTHERN GAMING SUMMIT
Registration Number:	2163497	CASINO JOURNAL
Registration Number:	2194887	IGWB
Registration Number:	2278684	INTERNATIONAL GAMING & WAGERING BUSINESS
Registration Number:	3001732	SLOTMANAGER
Registration Number:	3003097	GAMING TECHNOLOGY SUMMIT
Registration Number:	3008086	INDIAN GAMING BUSINESS
Registration Number:	3034892	BINGOWORLD
Registration Number:	3082231	SNACK FOOD & WHOLESALE BAKERY
Registration Number:	1177168	DAIRY FIELD
Registration Number:	1871304	CANDY INDUSTRY
Registration Number:	0139981	THE NATIONAL PROVISIONER
Registration Number:	1750144	BEVERAGE INDUSTRY
Registration Number:	2379015	INDUSTRIA ALIMENTICIA
Registration Number:	3269660	STAGNITO'S ROLLOUT
Serial Number:	78883670	FOOD SAFETY SUMMIT EXPO & CONFERENCE
Registration Number:	3263768	FOOD SAFETY AND SECURITY SUMMIT
Serial Number:	77060697	FLEXIBLE PACKAGING
Serial Number:	77060696	FLEXIBLE PACKAGING

Serial Number:	77237619	FSR FOODSERVICE RETAILING
Serial Number:	77145668	PRIME OPERATOR
Serial Number:	77083057	CONTRACT MANUFACTURING & PACKAGING
Serial Number:	78883655	FARM TO PLATE

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 7347613780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek

Address Line 1: 201 S. Division Street, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	BNP MEDIA
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	09/14/2007

**Total Attachments: 11**

source=BNP Security Agreement#page1.tif  
source=BNP Security Agreement#page2.tif  
source=BNP Security Agreement#page3.tif  
source=BNP Security Agreement#page4.tif  
source=BNP Security Agreement#page5.tif  
source=BNP Security Agreement#page6.tif  
source=BNP Security Agreement#page7.tif  
source=BNP Security Agreement#page8.tif  
source=BNP Security Agreement#page9.tif  
source=BNP Security Agreement#page10.tif  
source=BNP Security Agreement#page11.tif

## AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of August \_\_\_\_, 2007, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of August \_\_\_\_, 2007 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among BNP Media, Inc. and BNP Media II, LLC ("Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of August \_\_\_\_, 2007, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms

thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**BNP MEDIA, INC.**

By:   
Taggart E. Henderson

Its: Co-CEO

By:   
Harper T. Henderson

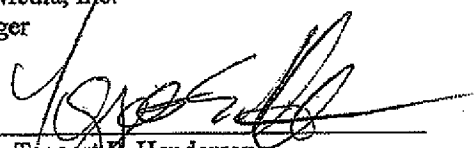
Its: Co-CEO

By:   
Mitchell L. Henderson

Its: Co-CEO

**BNP MEDIA II, LLC**

By: BNP Media, Inc.  
Its: Manager

By:   
Taggart E. Henderson

Its: Co-CEO

By:   
Harper T. Henderson

Its: Co-CEO

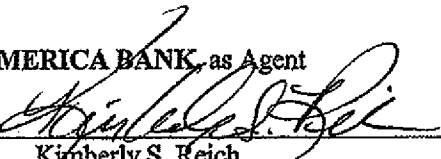
By:   
Mitchell L. Henderson

Its: Co-CEO

[SIGNATURE PAGE TO SECURITY AGREEMENT (TRADEMARK)]

SECURED PARTY:

COMERICA BANK, as Agent

By:   
Kimberly S. Reich

Its: Vice President

[SIGNATURE PAGE TO SECURITY AGREEMENT (TRADEMARK)]

TRADEMARK  
REEL: 003621 FRAME: 0586

**Schedule 1.1**

**U.S. TRADEMARKS**

Mark	Serial/Registration No.
POWDER COATING 101	76/677968
CLEARINTUITION	76/677259
SUSTAINABLE FACILITY	76/677260
DAIRY PRODUCT INNOVATIONS	76/673676
AEC STORE	76/673450
CLEAREPORT	76/672420
DAIRY FOODS	76/671727
PACKAGING BUSINESS NEWS	76/671629
ICS CLEANING SPECIALIST (and Design)	3,241,159
RESTORATION & REMEDIATION	3,270,668
SITEPREP	3,226,243
FINISHING TODAY	78/881410
CLEAR SEAS RESEARCH	76/659575
SUSTAINABLE PACKAGING FORUM (and Design)	76/649358
INTELLIGENT BUILDINGS TODAY	3,069,491
APPLIANCE DESIGN	3,018,795
ENERGY & POWER MANAGEMENT	3,033,219
SUSTAINABLE HOME	2,982,364
CP COATINGS FOR PLASTICS SYMPOSIUM (and Design)	2,951,148
PREPARED FOODS NEW PRODUCTS CONFERENCE	2,980,566
ASI ADHESIVES & SEALANTS INDUSTRY (and Design)	2,918,680
NDT NONDESTRUCTIVE TESTING	2,950,635

Mark	Serial/Registration No.
TILE MAGAZINE (and Design)	2,950,618
PACKAGE DESIGN (and Design)	2,933,843
PACKAGE DESIGN 2004	2,868,113
FOOD ENGINEERING FOOD MASTER	2,871,153
ASSEMBLY	2,878,502
FLOOR COVERING INSTALLER	2,494,379
POLLUTION ENGINEERING	2,667,814
WALLS & CEILINGS	2,524,425
NUTRA SOLUTIONS	2,428,371
INDUSTRIAL PAINT & POWDER	2,426,837
CIRCUITREE	2,397,997
CONTEMPORARY STONE & TILE DESIGN	2,363,455
PROCESS COOLING AND EQUIPMENT	2,330,437
FOOD AUTOMATION	2,365,473
NUTRA SOLUTIONS	2,427,464
NATIONAL FLOOR TRENDS	2,265,890
ENERGY USER NEWS	2,545,563
ROOFING CONTRACTOR	2,200,795
ENVIRONMENTAL DESIGN & CONSTRUCTION	2,192,929
SNIPS	2,180,597
PCI	2,175,021
POB (and Design)	2,174,721
PM ENGINEER	2,111,485
PROCESS HEATING	2,111,486
CONTEMPORARY STONE DESIGN	2,113,211

Mark	Serial/Registration No.
STONE WORLD	2,132,304
REEVES JOURNAL	2,128,785
NATIONAL DRILLERS	2,142,248
SECURITY	2,099,200
FOR DISTRIBUTORS ONLY	2,048,478
PAINT & COATINGS INDUSTRY	1,969,751
SUPPLY HOUSE TIMES	1,876,605
INDUSTRIAL PAINT & POWDER	1,876,164
WORLD TRADE	1,849,895
INDUSTRIAL SAFETY & HYGIENE NEWS	1,859,667
ENERGY USER NEWS	1,777,830
PACKAGING STRATEGIES (and Design)	1,753,884
PLUMBING AND MECHANICAL	1,812,080
ENGINEERED SYSTEMS	1,729,271
CERAMIC INDUSTRY DATA BOOK & BUYERS GUIDE	1,640,462
CERAMIC INDUSTRY	1,638,386
SECURITY	1,610,901
SECURITY DISTRIBUTING & MARKETING	1,602,233
FOOD PLANT IDEAS	1,474,944
DAIRY FOODS	1,427,995
PREPARED FOODS	1,278,914
INDUSTRIAL SAFETY & HYGIENE NEWS	1,260,469
P.O.B.	1,225,002
POINT OF BEGINNING	1,225,001
POLLUTION ENGINEERING	1,143,330

Mark	Serial/Registration No.
QUALITY	1,046,335
SDM	1,047,238
WALLS & CEILINGS	890,706
FOOD ENGINEERING	750,900
APPLIANCE MANUFACTURER	699,850
THE AIR CONDITIONING HEATING REFRIGERATION NEWS	687,580
INDUSTRIAL HEATING	668,388
NONE (DESIGN ONLY)	699,860
FOOD & DRUG PACKAGING	2,241,473
BRAND PACKAGING	2,296,366
PACKAGING THAT SELLS	2,352,458
FLEXIBLE PACKAGING	2,411,494
PACKAGING THAT SELLS	2,415,479
REFRIGERATED & FROZEN FOODS	2,432,816
CONFECTIONER	2,456,873
PLBUYER	2,769,118
PRIVATE LABEL BUYER	2,801,600
STAGNITO'S NEW PRODUCTS MAGAZINE	2,822,538
MEAT & DELI RETAILER	2,988,392
MEAT & DELI RETAILER	3,066,926
DESIGN GALLERY	3,090,239
R&FF	3,112,050
REFRIGERATED & FROZEN FOODS RETAILER	3,134,940
FOOD SAFETY SUMMIT	3,255,717
NEW YORK GAMING SUMMIT	2,647,530

Mark	Serial/Registration No.
NORTHERN GAMING SUMMIT	2,495,735
SOUTHERN GAMING SUMMIT	2,495,736
CASINO JOURNAL	2,163,497
IGWB	2,194,887
INTERNATIONAL GAMING AND WAGERING BUSINESS	2,278,684
SLOTMANAGER	3,001,732
GAMING TECHNOLOGY SUMMIT	3,003,097
INDIAN GAMING BUSINESS	3,008,086
BINGOWORLD	3,034,892
SNACK FOOD & WHOLESALE BAKERY	3,082,231
DAIRY FIELD	1,177,168
CANDY INDUSTRY	1,871,304
THE NATIONAL PROVISIONER	139,981
BEVERAGE INDUSTRY	1,750,144
INDUSTRIA ALIMENTICIA	2,379,015
STAGNITO'S ROLLOUT	3,269,660
FOOD SAFETY SUMMIT EXPO & CONFERENCE	78/883670
FOOD SAFETY AND SECURITY SUMMIT	3,263,768
FLEXIBLE PACKAGING	77/060697
FLEXIBLE PACKAGING	77/060696
FSR FOODSERVICE RETAILING	77/237619
PRIME OPERATOR	77/145668
CONTRACT MANUFACTURING & PACKAGING	77/083057
FARM TO PLATE	78/883655

**FOREIGN TRADEMARKS**

Mark	Serial/Registration No.
INTERNATIONAL GAMING AND WAGERING BUSINESS	845167 (International)
INTERNATIONAL GAMING AND WAGERING BUSINESS	845167 (U.K.)
PACKAGING THAT SELLS	TMA557285 (Canada)
FDP ONLINE	TMA515544 (Canada)
FOOD & DRUG PACKAGING	TMA155610 (Canada)
BRAND PACKAGING	TMA536790 (Canada)
WORLD TRADE	TMA472638 (Canada)