

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
101 Communications LLC		10/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc.		
Street Address:	222 N. LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2961587	FEDERAL DAILY	
Registration Number:	2887999	FEDERAL DAILY	
Registration Number:	2955585	FEDERAL DAILY	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-585-8264		
Email:	sfreedman@nixonpeabody.com		
Correspondent Name:	Susan M. Freedman		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	401 9th Street, N.W., Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	031538-21		

CH \$90.00 2961587

NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/susan m. freedman/
Date:	11/17/2007
Total Attachments: 5 source=101 Communications LLC to Merrill Lynch Capital TM Security Instrest Agreement#page1.tif source=101 Communications LLC to Merrill Lynch Capital TM Security Instrest Agreement#page2.tif source=101 Communications LLC to Merrill Lynch Capital TM Security Instrest Agreement#page3.tif source=101 Communications LLC to Merrill Lynch Capital TM Security Instrest Agreement#page4.tif source=101 Communications LLC to Merrill Lynch Capital TM Security Instrest Agreement#page5.tif	



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of October, 2007, by 101communications LLC, a Delaware limited liability company ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, 1105 Media, Inc., a Delaware corporation ("1105"), Grantor and Stevens Publishing Acquisition Corporation, a Delaware corporation ("SC Acquisition Co", together with 1105 and Grantor, collectively, as the "Borrowers", and each individually a "Borrower"), the financial institutions or other entities from time to time party thereto, each as a Lender and Grantee are parties to a certain Amended and Restated Credit Agreement, dated as of December 22, 2006 (as the same may be further amended, amended and restated, modified or supplemented and in effect from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of April 7, 2006, among Borrowers, as grantors, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Borrower has granted to Grantee, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of such Borrower including all right, title and interest of such Borrower in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Borrower's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by such Borrower under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein

collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark of Grantor, including, without limitation, those listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions of any Trademark of Grantor, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

101COMMUNICATIONS LLC

By: Neal Vitale
Name: Neal Vitale
Title: President & CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name:
Title:

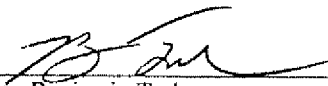
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

101COMMUNICATIONS LLC

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Name: Benjamin Todres
Title: Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003664 FRAME: 0247

SCHEDULE 1

U.S. TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FEDERAL DAILY	2,961,587	6/7/05
FEDERAL DAILY	2,887,999	9/21/04
FEDERAL DAILY	2,955,585	5/24/05

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

FOREIGN TRADEMARKS

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None		

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