

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
Red 7 Media, LLC		11/01/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VSS Mezzanine Partners, L.P.		
Street Address:	350 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1681664	EXPO	
Registration Number:	3244916	EXPO	
Registration Number:	3244917	EXPO	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8003568630		
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 # 319620		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$90.00 1681664

Signature:	/Matthew Mayer/
Date:	12/10/2007
Total Attachments: 5 source=red7_vss_tm3#page2.tif source=red7_vss_tm3#page3.tif source=red7_vss_tm3#page4.tif source=red7_vss_tm3#page5.tif source=red7_vss_tm3#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS Trademark Security Agreement, dated as of November 1, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of VSS Mezzanine Partners, L.P., ("VSS"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Note Purchase Agreement, dated as of August 31, 2006 (as amended by that certain Consent and Amendment No. 1 to Note and Warrant Purchase Agreement and Amendment No. 1 to Guarantee and Security Agreement and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among Red 7 Media, Inc. ("Holdings"), Red 7 Media LLC ("Red 7 Media"), Agenda USA Inc. ("Agenda USA"), the other companies from time to time party thereto (together with Red Media 7 and Agenda USA, each a "Company" and collectively, the "Companies"), the Purchasers and the Administrative Agent, the Purchasers have severally agreed to purchase the notes and the warrants upon the terms and subject to the conditions set forth therein; and

Whereas, each Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

Now, Therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Purchasers, and grants to the Administrative Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

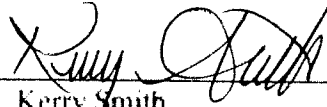
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

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

Very truly yours,

RED 7 MEDIA LLC, as a Grantor

By: 
Name: Kerry Smith
Title: President and Chief Executive Officer

Accepted and Agreed
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine LLC,
its general partner

By: _____
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

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

Very truly yours,

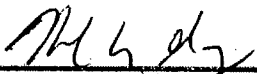
RED 7 MEDIA LLC, as a Grantor

By: _____
Name: Kerry Smith
Title: President and Chief Executive Officer

Accepted and Agreed
as of the date first above written:

VSS MEZZANINE PARTNERS, L.P.,
as Administrative Agent

By: VSS Mezzanine LLC,
its general partner

By:  _____
Name: Hal R. Greenberg
Title: Co-Manager and Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

RED 7 MEDIA LLC

<u>TRADEMARK</u>	<u>REGISTRATION OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>COUNTRY</u>
EXPO	1681664	03/31/92	U.S.A.
EXPO	3244916	05/22/07	U.S.A.
EXPO	3244917	05/22/07	U.S.A.