

SUBSTITUTE FORM PTO 1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Thompson Publishing Group, Inc.

- Individual(s)
- General Partnership
- Corporation - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached Yes No

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: December 10, 2007

2. Name and address of receiving party(ies):

National City Bank
One South Broad St.- 14th Floor
Philadelphia, PA 19107

- Individual(s) citizenship: _____
- Association: _____
- General Partnership: _____
- Limited Partnership: _____
- Corporation: _____
- Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & addresses attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

N/A

B. Trademark Reg. No.(s):

1,745,775 - THOMPSON PUBLISHING GROUP

Additional numbers attached Yes No

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

Jill Bronson, Esq.
Drinker Biddle & Reath LLP
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103-6996

Attorney Docket No. 181573

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41)

\$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

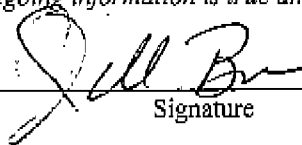
50-0573

DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jill Bronson

Name of Person Signing



Signature

12/19/07

Date

Total number of pages including cover sheet, attachments and document: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

GRANT OF FIRST LIEN SECURITY INTEREST

WHEREAS, Thompson Publishing Group, Inc., a Delaware corporation ("**TPG**"), has adopted, used and is using the trademarks described on Schedule A (the "**Trademarks**");

WHEREAS, TPG is a party to a Second Amended and Restated Security Agreement dated July 6, 2007 (as the same may be amended, restated, modified, and/or supplemented from time to time, the "**Agreement**") in favor of NATIONAL CITY BANK as Agent for itself and other Secured Parties referred to in the Agreement (in such capacity, with its successors and assigns hereinafter referred to as "**Agent**"); and

WHEREAS, pursuant to the Agreement, TPG granted to Agent (for the benefit of the Secured Parties) a security interest in all right, title and interest of TPG in and to, among other things, the Trademarks, together with all goodwill associated therewith, all applications and/or registrations pertaining thereto, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations, as that term is defined in the Amended and Restated Credit Agreement, dated as of the date of the Agreement (as amended, restated, modified and/or supplemented from time to time, the "**Credit Agreement**").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, TPG does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations, including without limitation the Secured Obligations. The security interest granted hereby is senior to the lien granted in connection with that certain Second Lien Security Agreement dated as of July 6, 2007 and that certain Grant of Second Lien Security Interest dated on or about the date hereof (as the same may be amended, restated, modified, and/or supplemented from time to time) in favor of National City Bank, as agent for itself and other Secured Parties in connection with the Amended and Restated Second Lien Credit Agreement dated as of July 17, 2007 (as amended, restated, modified and/or supplemented from time to time), pursuant to a certain intercreditor agreement between the Agent in connection with the lien evidenced hereby and the agent for the lenders under the Amended and Restated Second Lien Credit Agreement, as such intercreditor agreement may be amended, restated, modified and/or supplemented from time to time.

TPG does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, TPG has caused this Grant of First Lien Security Interest to be duly executed by its officer thereunto duly authorized as of the 10 day of ~~October~~, 2007.

December

THOMPSON PUBLISHING GROUP, INC.

By: *Philip Gabel*

Name: *Philip Gabel*

Title: *President & CEO*

Signature Page to First Lien Grant of Security Interest - Trademark

STATE OF Washington)
)
COUNTY OF District of)
 Columbia

ss.:

On this 10 day of December, 2007, before me personally appeared Ph. L. Gabel, to me known, who, being by me duly sworn, did depose and say that he/she is a President & CEO of Thompson Publishing Group, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

Samantha Frost
Notary Public

My Commission Expires 5/14/2012

SCHEDULE A**Trademarks**

<u>Trademark Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>
1,745,775	THOMPSON PUBLISHING GROUP	January 12, 1993



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F A C S I M I L E

DATE: December 19, 2007

TIME: _____

FAX PHONE NO. (571) 273-0140

Total number of pages, including this page: 6

RE: Our File: 216837

TO: USPTO – Assignment Branch

FROM: Kathryn McKenna Pytlewski, Esq.

COMMENTS: Please record the enclosed document

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