

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
IMI-GEM, LLC		12/27/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Emigrant Bank
Street Address:	6 East 43rd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75853107	RESORT LIVING
Serial Number:	75853106	RESORTLIVING.COM
Serial Number:	75853105	IMI
Serial Number:	75853104	RESORT LIVING
Serial Number:	77013403	IMITV
Serial Number:	76636977	IMI IMILIVING.COM NOW THIS IS LIVING.
Serial Number:	77013489	IMILIVING.COM
Serial Number:	78949340	GREAT PLACES INSPIRE US
Serial Number:	78949271	WHERE LUXURY REAL ESTATE LIVES
Serial Number:	78949370	NOW THIS IS LIVING

CORRESPONDENCE DATA

Fax Number: (212)806-2560
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 75853107

Phone: 212-806-5400
Email: afisher@stroock.com
Correspondent Name: Angie M. Hankins
Address Line 1: 180 Maiden Lane
Address Line 2: Stroock & Stroock & Lavan LLP
Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	IMI
NAME OF SUBMITTER:	Angie M. Hankins
Signature:	/angie m. hankins/
Date:	01/09/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 31, 2007, between IMI-GEM, LLC, a Delaware limited liability company (the "Company") and EMIGRANT BANK (the "Lender").

WITNESSETH:

WHEREAS, the Company, certain other Grantors and the Lender are parties to that certain Security and Pledge Agreement, dated as of December 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors, including the Company, have granted to the Lender a pledge and security interest in all of the Grantors' right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, pursuant to the Security Agreement, the Company is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the Company hereby agrees with the Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Company hereby grants to the Lender a pledge and security interest in all of the Company's right, title and interest in and to the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"), provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of the Company's "intent to use" such marks will not be deemed Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Section 3. Security for Obligations

This Agreement and the Trademark Collateral secure the payment of all Secured Obligations of the Company, now or hereafter existing.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[Signature Page Follows]

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

Very truly yours,

IMI-GEM, LLC

By: John M. Collins
Name: John M. Collins
Title: President

ACCEPTED AND AGREED
as of the date first written above:

EMIGRANT BANK, as Lender

By: _____
Name:
Title:

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


Very truly yours,

IMI-GEM, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first written above:

EMIGRANT BANK, as Lender

By: 
Name:
Title:

ACKNOWLEDGEMENT OF GRANTOR

STATE OF S.C.)
COUNTY OF Greenville)

On this 27th day of December, 2007 before me personally appeared John M. Collins who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IMI-GEM, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its managers and members and that he acknowledged said instrument to be the free act and deed of said company.

Shelley E. Moyers
Notary Public

Schedule A

Name of Grantor: IMI-GEM, LLC

<u>Marks</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Trademark/ Service Mark</u>	<u>Country</u>
Resort Living	75/853,107	2,867,006	7/27/2004	Service Mark	U.S.A.
ResortLiving.com	75/853,106	2,860,493	7/06/2004	Service Mark	U.S.A.
IMI	75/853,105	2,595,053	7/16/2002	Service Mark	U.S.A.
Resort Living	75/853,104	2,860,492	7/06/2004	Trademark	U.S.A.
IMITV	77/013,403			Service Mark	U.S.A.
IMI	76/636,977	3,140,972	9/12/2006	Service Mark	U.S.A.
IMILiving.com					
Now This Is Living					
IMILiving.com	77/013,489	3,322,334	10/30/2007	Service Mark	U.S.A.
Great Places	78/949,340			Service Mark	U.S.A.
Inspire Us					
Where Luxury	78/949,271			Service Mark	U.S.A.
Real Estate Lives					
Now This Is Living	78/949,370	3,335,199	11/13/2007	Service Mark	U.S.A.