

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

SUBSTITUTE FORM PTO 1594
1-31-92

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

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

3. Nature of Conveyance:

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

Execution Date: January 14, 2008

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:

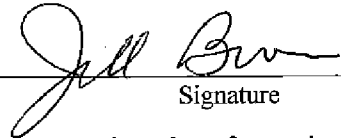
50-0573

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

1/14/2008

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

CH \$40.00 500573 1745775

GRANT OF SECOND 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 Lien Security Agreement dated as of 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 that certain Amended and Restated Second Lien Credit Agreement, dated as of July 17, 2007 (as the same may be 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 junior to the lien granted in connection with that certain Second Amended and Restated Security Agreement dated as of July 6, 2007 and that certain Grant of First Lien Security Interest dated on or about December 10, 2007 (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 Credit Agreement dated as of July 6, 2007 (as the same may be amended, restated, modified and/or supplemented from time to time, the "**First Lien Credit Agreement**"), pursuant to a certain intercreditor agreement between the Agent in connection with the lien evidenced hereby and the agent for the lenders under the First 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 Second Lien Security Interest to be duly executed by its officer thereunto duly authorized as of the 9 day of January, 2008.

THOMPSON PUBLISHING GROUP, INC.

By: Philip Gabel
Name: Philip Gabel
Title: President & CEO

Signature Page to Second Lien Grant of Security Interest - Trademark

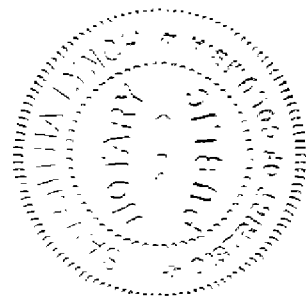
STATE OF Washington)
)
COUNTY OF District of)
Columbia

ss.:

On this 9 day of January, 2008, before me personally appeared Philip Gabel to me known, who, being by me duly sworn, did depose and say that he/she is a President of CB 6 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 Ford
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