

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
Virgo Publishing, LLC		02/25/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2325 Lakeview Parkway
Internal Address:	Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2710178	BILLING WORLD
Registration Number:	3168206	NATURAL PRODUCTS INSIDER
Registration Number:	3168205	NATURAL PRODUCTS INSIDER
Registration Number:	3207905	FOOD PRODUCT DESIGN
Registration Number:	3207904	FOOD PRODUCT DESIGN
Registration Number:	3387050	NATURAL PRODUCTS MARKETPLACE
Registration Number:	3383478	NATURAL PRODUCTS MARKETPLACE
Serial Number:	77331755	BILLING & OSS WORLD
Serial Number:	77331605	B/OSS
Serial Number:	77328300	XCHANGE
Serial Number:	77321278	IMMEDIATE CARE BUSINESS
Serial Number:	77228103	CHURCH SOLUTIONS
Registration Number:	3305541	RENAL BUSINESS TODAY

CH \$490.00 2710178

Registration Number:	3300754	NTTI NATIONAL TANNING TRAINING INSTITUTE
Registration Number:	3278763	NTTI
Serial Number:	77024892	ICT INFECTION CONTROL EDUCATION INSTITUTE
Serial Number:	77024890	ICT
Registration Number:	2563635	BILLING WORLD
Registration Number:	2681214	OSS WORLD

CORRESPONDENCE DATA

Fax Number: (212)556-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-827-4346
Email: msosa@kslaw.com
Correspondent Name: Marelys Sosa
Address Line 1: 1185 Avenue of the Americas
Address Line 2: King & Spalding
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	09611.009018
NAME OF SUBMITTER:	Marelys Sosa
Signature:	/ Marelys Sosa /
Date:	03/07/2008

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2008, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Virgo Holdings, LLC, Arlington Virgo Holdings, LLC, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty 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 to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, 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 Guaranty 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 Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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. Guaranty 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 Guaranty 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 Guaranty 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 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 PAGES FOLLOW]

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,

VIRGO PUBLISHING, LLC
as Grantor

By: [Signature] CFO
Name: Kelly Rodley
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

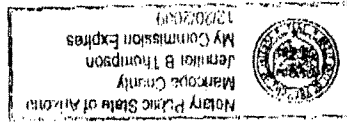
GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[VIRGO - SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF AZ
COUNTY OF Maricopa ss.



On this 22nd day of February, 2008 before me personally appeared Kelly Ridley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of VIRGO PUBLISHING, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jennifer B. Thompson
Notary Public

[VIRGO - ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

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,

VIRGO PUBLISHING, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 

Name: **Ellen Weaver**
Title: **Duly Authorized Signatory**

[VIRGO - SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Please see attached.

Trademarks

Licensed: None

Owned:

TRADEMARK & REGISTER	Serial/ Reg. No.	Date Filed/ Registered	Current Status	Owner
Billing World Principal Register (Int'l Cls 35)	78/095075 2,710,178	11/26/01 04/22/03	Registered	Virgo Publishing, LLC
Billing World Principal Register (Int'l Cls 41)	76/272,424 2,563,635	06/18/01 04/23/02	Registered	Virgo Publishing, LLC
B/OSS	77/331,605	11/16/07	Pending	Virgo Publishing, LLC
Billing & OSS World	77/331,755	11/16/07	Pending	Virgo Publishing, LLC
Channel Partners Conference & Expo Supplemental Register (Int'l Cls 35)	76/608,106 2,993,447	08/23/04 09/06/05	Registered	Virgo Publishing, LLC
Church Business (Design) Supplemental Register (Int'l Cls 16)	75/114,821 2,046,837	06/06/96 03/18/97	Registered	Virgo Publishing, LLC
Church Solutions	77/228,103	07/12/07	Pending	Virgo Publishing, LLC
EndoNurse Supplemental Register (Int'l Cls 16)	76/308,606 2,776,977	09/06/01 10/21/03	Registered	Virgo Publishing, LLC
Food Product Design Principal Register (Int'l Cls 16)	78/746,462 3,207,904	11/03/05 02/13/07	Registered	Virgo Publishing, LLC

TRADEMARK & REGISTER	Serial/ Reg. No.	Date Filed/ Registered	Current Status	Owner
Food Product Design (Design) Principal Register (Int'l Cls 16)	78/746,471 3,207,905	11/03/05 02/13/07	Registered	Virgo Publishing, LLC
ICT Principal Register (Int'l Cls 16)	76/546,328 2,886,060	09/22/03 09/21/04	Registered	Virgo Publishing, LLC
ICT Principal Register (Int'l Cls 41) Service Mark	77/024,890 3,300,752	10/19/06 10/02/07	Registered	Virgo Publishing, LLC
ICT Infection Control Education Institute Principal Register (Int'l Cls 41)	77/024892 3,300,753	10/19/06 10/02/07	Registered	Virgo Publishing, LLC
Immediate Care Business Principal Register (Int'l Cls 16)	77/321,278	11/5/07	Pending	Virgo Publishing, LLC
Infection Control Today Principal Register (Int'l Cls 16)	75/325,221 2,180,566	07/16/97 08/11/98	Registered	Virgo Publishing, LLC
Inside Self-Storage (Design) Principal Register (Int'l Cls 16)	74/210,810 1,710,011	10/09/91 08/25/92	Registered	Virgo Publishing, LLC
Inside Self-Storage Expo Principal Register (Int'l Cls 35)	74/549,865 1,915,351	07/15/94 08/29/95	Registered	Virgo Publishing, LLC
Inside Self-Storage Expo United Kingdom TM Registration	2,300,049	05/08/02	Registered	Virgo Publishing, LLC

TRADEMARK & REGISTER	Serial/ Reg. No.	Date Filed/ Registered	Current Status	Owner
ISS Principal Register (Int'l Cls 16)	75/817,025 2,450,653	10/07/99 05/15/01	Registered	Virgo Publishing, LLC
Looking Fit (Design) Principal Register (Int'l Cls 16)	73/643,836 1,461,859	02/09/87 10/20/87	Registered	Virgo Publishing, LLC
Modern Car Care (Design) Supplemental Register (Int'l Cls 16)	75/499,724 2,254,609	06/09/98 06/15/99	Registered	Virgo Publishing, LLC
Natural Products Insider (Word) Principal Register (Int'l Cls 16)	78/765,803 3,168,205	12/02/05 11/7/06	Registered	Virgo Publishing, LLC
Natural Products Insider (Design) Principal Register (Int'l Cls 16)	78/765,808 3,168,206	12/02/05 11/7/06	Registered	Virgo Publishing, LLC
Natural Products Marketplace Supplemental Register (Int'l Cls 16) (Design)	77/044431	11/15/06	Approved for Supplemental Register	Virgo Publishing, LLC
Natural Products Marketplace Supplemental Register (Int'l Cls 16) (Word)	77/044429	11/15/06	Approved for Supplemental Register	Virgo Publishing, LLC
NTTI National Tanning Training Institute Principal Register (Int'l Cls 41)	77/024,899 3,300,754	10/19/06 10/02/07	Registered	Virgo Publishing, LLC
NTTI (Word) Principal Register (Int'l Cls 41)	77/024,894 3,278,763	10/19/06 08/14/07	Registered	Virgo Publishing, LLC
Nutrilearn Principal Register (Int'l Cls 41)	76/597,395 2,987,069	06/15/04 08/23/05	Registered	Virgo Publishing, LLC
OSS World Principal Register (Int'l Cls 35)	78/095,077 2,681,214	11/26/01 01/28/03	Registered	Virgo Publishing, LLC

TRADEMARK & REGISTER	Serial/ Reg. No.	Date Filed/ Registered	Current Status	Owner
Phone + (Design) Principal Register (Int'l Cls 16)	73/689,341 1,512,639	10/13/87 11/15/88	Registered	Virgo Publishing, LLC
Professional Door Dealer Supplemental Register (Int'l Cls 16)	76/566,458 2,932,055	12/22/03 03/08/05	Registered	Virgo Publishing, LLC
Renal Business Today Principal Register (Int'l Cls 16)	77/051004 3,305,541	11/27/06 10/09/07	Registered	Virgo Publishing, LLC
SupplySide (Design) Principal Register (Int'l Cls 35)	75/353,866 2,187,737	09/09/97 09/08/98	Registered	Virgo Publishing, LLC
SupplySide (Design) Switzerland TM Registration	503516	07/23/02 09/25/02	Registered	Virgo Publishing, LLC
SupplySide European Union TM Registration	2,751,584	06/27/02 09/05/03	Registered	Virgo Publishing, LLC
T@G Telecom Agents Group Principal Register (Int'l Cls 42)	75/586,573 2,296,043	11/10/98 11/30/99	Registered	Virgo Publishing, LLC
The Corporate Logo (Design) Principal Register (Int'l Cls 16)	75/274,925 2,132,838	04/15/97 02/27/98	Refiling as "Corporate Logo"	Virgo Publishing, LLC
Today's Surgicenter Principal Register (Int'l Cls 16)	76/454,992 2,736,571	10/02/02 7/15/03	Registered	Virgo Publishing, LLC
xchange	77/328,300	11/13/07	Pending	Virgo Publishing, LLC