

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
Inside Communications, Inc.		03/14/2008	CORPORATION: COLORADO

RECEIVING PARTY DATA	
Name:	CapitalSource CF LLC, as Agent
Street Address:	4445 Willard Avenue, 12th FL
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1827451	INSIDE TRIATHLON
Registration Number:	2984270	PEAK SPORTS PRESS
Registration Number:	3031597	SCIENCE OF SPEED
Registration Number:	2710364	VELO
Registration Number:	2874311	VELO EXPO
Registration Number:	1609749	VELONEWS
Registration Number:	2002976	VELOPRESS
Registration Number:	1936577	VELOSWAP

CORRESPONDENCE DATA	
Fax Number:	(312)577-8816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-577-8034
Email:	oscar.ruiz@kattenlaw.com
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street

CH \$215.00 1827451

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 330119-153

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 03/20/2008

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 14th day of March, 2008 by **INSIDE COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor") in favor of CapitalSource CF LLC, as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, by joinder,, certain of Grantor's affiliates, Grantee and the Lenders party thereto are parties to a certain Credit Agreement dated as of December 21, 2007 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor and certain of Grantor's affiliates by the Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of December 21, 2007 among Grantor, by joinder, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders, a Lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired United States Trademarks other than intent-to-use Trademark applications, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of either the Security Agreement or Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a Lien upon all entire right, title and interest of Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter existing:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. Termination. This Agreement shall terminate concurrently with the termination of the Security Agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INSIDE COMMUNICATIONS, INC., a
Colorado corporation

By: 

Name: STEVEN E. GINTOW

Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 003744 FRAME: 0647

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
INSIDE TRIATHLON	U.S. Federal Registration No. 1,827,451	03/22/94
PEAK SPORTS PRESS	U.S. Federal Registration No. 2,984,270	08/09/05
SCIENCE OF SPEED	U.S. Federal Registration No. 3,031,597	12/20/05
VELO	U.S. Federal Registration No. 2,710,364	04/29/03
VELOEXPO	U.S. Federal Registration No. 2,874,311	08/17/04
VELONEWS	U.S. Federal Registration No. 1,609,749	08/14/90
VELOPRESS	U.S. Federal Registration No. 2,002,976	09/24/96
VELOSWAP	U.S. Federal Registration No. 1,936,577	11/21/95

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None.		