

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
Randall-Reilly Publishing Company, LLC		02/29/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2499446	AWARD COMPANY OF AMERICA
Registration Number:	2479898	BUILD YOUR BUSINESS BUILD YOUR DREAMS
Registration Number:	1844410	COMMERCIAL CARRIER JOURNAL
Registration Number:	1271293	COMMERCIAL CARRIER JOURNAL
Registration Number:	2896485	COMPANY DRIVER
Registration Number:	1513579	DRIVE
Registration Number:	1588818	EQUIPMENT WORLD
Registration Number:	2586735	ETRUCKER
Registration Number:	2471597	EVERYTHING TRUCKING
Registration Number:	2167607	MODERN WOODWORKING
Registration Number:	2359114	MOTOR MEDIA
Registration Number:	2783630	NATSO TRUCKERS NEWS
Registration Number:	1231069	OVERDRIVE
Registration Number:	1618038	OVERDRIVE

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Registration Number:	1463441	OVERDRIVE
Registration Number:	2150325	OVERDRIVE TOP TEN COUNTDOWN
Registration Number:	1622952	OVERDRIVE TRUCKING NEWS
Registration Number:	2485051	OVERDRIVE TRUCKING OPPORTUNITIES
Registration Number:	0936648	OWNER OPERATOR
Registration Number:	2326899	PARTNERS IN BUSINESS
Registration Number:	2645150	PB
Registration Number:	1667220	PRIDE & POLISH
Registration Number:	2594299	R CONSTRUCTION MEDIA GROUP A RANDALL COMPANY
Registration Number:	2542516	R RANDALL'S TRUCK MARKETPLACE THE PLACETO BUY AND SELL TRUCKS, TRAILERS, PARTS AND SERVICES
Registration Number:	1550105	RANDALL PUBLISHING RP
Registration Number:	2671639	RPC
Registration Number:	2549497	THE EVALUATOR
Registration Number:	1498622	TOP BID
Registration Number:	2515930	TRENCHLESS.COM
Registration Number:	2671034	TRUCKERS AGAINST DRUGS
Registration Number:	2937831	TRUCKERS NEWS
Registration Number:	2456685	TRUCKSTOPS EXPRESS
Registration Number:	2484253	TRUCKSTOPS EXPRESS
Registration Number:	2394452	VOICE OF THE AMERICAN TRUCKER
Registration Number:	2553340	WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES
Registration Number:	1482308	WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES
Registration Number:	2537095	WHO' S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES AND COLLEGES
Registration Number:	1482309	WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES & COLLEGES

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: slee@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: c/o Semi Lee

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09611.009011
NAME OF SUBMITTER:	Semi Lee
Signature:	/Semi Lee/
Date:	04/01/2008

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2008 by RANDALL-REILLY PUBLISHING COMPANY, LLC, a Delaware limited liability company (“Grantor”), in favor of General Electric Capital Corporation, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

RANDALL-REILLY PUBLISHING COMPANY, LLC

By: David Wright
Name: David Wright
Title: Chief Operating Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Philip S. Cox
Its Duly Authorized Signatory

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, 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.

RANDALL-REILLY PUBLISHING COMPANY, LLC

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: PM
Name: Philip S. Cox
Its Duly Authorized Signatory

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

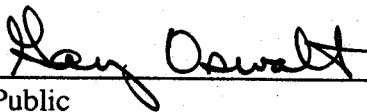
ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama)

) ss.

COUNTY OF Tuscaloosa)

On this 28th day of February, 2008 before me personally appeared David Wright, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Randall-Reilly Publishing Company, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer or manager of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its sole manager and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

{seal}

Commission Expires
August 18, 2008

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

1. REGISTERED MARKS

Federal:

1.	AGGMAN	Active	1/16/2007	3,198,205
2.	AGGMAN.COM	Active	8/23/2005	2,987,033
3.	AGGREGATES MANAGER	Active	9/13/2005	2,996,134
4.	AMERICA'S TRAVELING TRUCK SHOW	Active	9/18/2007	3,295,450
5.	ASPHALT PRODUCER	Active	9/5/2006	3,140,716
6.	AWARD COMPANY OF AMERICA**	Active	10/23/2001	2,499,446
7.	BETTER BRIDGES	Active	6/20/2006	3,106,790
8.	BETTER ROADS	Active	6/10/1980	1,136,772
9.	BIG RIG REDO	Active	3/27/2007	3,222,041
10.	BUILD YOUR BUSINESS BUILD YOUR DREAMS	Inactive	8/21/2001	2,479,898
11.	CCJ	Active	4/3/2007	3,223,948
12.	CHANGING LANES	Active	4/17/2007	3,231,142
13.	COMMERCIAL CARRIER JOURNAL	Active	7/12/1994	1,844,410
14.	COMMERCIAL CARRIER JOURNAL	Active	3/20/1984	1,271,293
15.	COMMERCIAL CARRIER UNIVERSITY	Active	4/3/2007	3,224,194
16.	COMPANY DRIVER	Active	10/19/2004	2,896,485
17.	CONTRACTORS MARKET CENTER (stylized)	Inactive	3/5/1985	1,323,147
18.	DRIVE	Inactive	11/22/1988	1,513,579
19.	EQUIPMENT WORLD	Active	3/27/1990	1,588,818
20.	e TRUCKER	Active	6/25/2002	2,586,735
21.	EVERYTHING TRUCKING	Active	7/24/2001	2,471,597
22.	GEARS, GUTS & GLORY	Active	11/20/2007	3,338,621
23.	GREAT AMERICAN TRUCKING FAMILY	Active	4/10/2007	3,227,129
24.	INNOVATOR OF THE YEAR (Canadian)	Active	2/8/2006	658,313
25.	MODERN WOODWORKING	Active	6/23/1998	2,167,607
26.	MOTOR MEDIA	Active	6/20/2000	2,359,114
	NATSO TRUCKERS NEWS	Active	11/18/2003	2,783,630

NEXTRUCK	Active	9/18/2007	3,295,643
OVERDRIVE	Active	3/15/1983	1,231,069
OVERDRIVE	Active	10/16/1990	1,618,038
OVERDRIVE (stylized letters)	Active	11/3/1987	1,463,441
OVERDRIVE TOP TEN COUNTDOWN	Active	4/14/1998	2,150,325
OVERDRIVE TRUCKING NEWS	Active	11/13/1990	1,622,952
OVERDRIVE TRUCKING OPPORTUNITIES	Inactive	9/4/2001	2,485,051
OWNER OPERATOR	Active	6/27/1972	0,936,648
PARTNERS IN BUSINESS	Active	3/7/2000	2,326,899
PB AND DESIGN	Active	11/5/2002	2,645,150
PRIDE & POLISH	Active	12/3/1991	1,667,220
R CONSTRUCTION MEDIA GROUP (service mark)	Active	7/16/2002	2,594,299
R RANDALL'S TRUCK MARKETPLACE THE PLACE TO BUY AND SELL TRUCKS, TRAILERS, PARTS AND SERVICES	Inactive	2/26/2002	2,542,516
RANDALL PUBLISHING RP AND DESIGN	Active	8/1/1989	1,550,105
RPC DESIGN	Active	1/7/2003	2,671,639
SUCCESSFUL DEALER	Active	11/27/1984	1,306,976
THE EVALUATOR	Inactive	3/19/2002	2,549,497
THE GREAT AMERICAN TRUCKING SHOW	Active	4/11/2006	3,079,581
THE VOICE OF THE AMERICAN TRUCKER	Active	3/27/2007	3,221,524
THE VOICE OF THE AMERICAN TRUCKER	Active	10/10/2006	3,153,439
TOP BID AND DESIGN	Active	8/21/1988	1,498,622
TOTAL LANDSCAPE CARE	Active	9/11/2007	3,292,337
TRANSPORTISTA	Active	8/28/2007	3,287,183
TRENCHLESS.COM	Inactive	12/4/2001	2,515,930
TRUCKERPAGES	Active	2/21/2006	3,061,337
TRUCKERS AGAINST DRUGS	Inactive	1/7/2003	2,671,034
TRUCKERS NEWS	Active	4/5/2005	2,937,831
TRUCKERS NEWS EN ESPANOL	Inactive	4/11/2006	3,078,986
TRUCKSTOPS EXPRESS	Active	6/5/2001	2,456,685
TRUCKSTOPS EXPRESS	Active	9/4/2001	2,484,253
VOICE OF THE AMERICAN TRUCKER	Active	10/10/2000	2,394,452
WHO'S WHO AMONG STUDENTS IN AMERICAN JUNIOR COLLEGES	Active	3/29/1988	1,482,308
WHO'S WHO AMONG AMERICAN STUDENTS IN AMERICAN JUNIOR COLLEGES - FOR CREDIT CARD SERVICES	Active	3/26/2002	2,553,340
WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES AND COLLEGES	Active	3/29/1988	1,482,309

	WHO'S WHO AMONG STUDENTS IN AMERICAN UNIVERSITIES AND COLLEGES -FOR CREDIT CARD SERVICES	Active	2/5/2002	2,537,095
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State:

1.	NORTHBROOK PUBLISHING COMPANY	Wisconsin	4/17/1996*	32,401,184*
2.	THE GREAT AMERICAN TRUCKING SHOW	Texas	4/24/2001**	60,721**

2. TRADEMARK APPLICATIONS

1.	CUSTOM RIGS	77-364,679	01/04/2008	Pending
2.	ETRUCKER	77-238,423	7/25/2007	Pending
3.	EVERYTHING GREAT ABOUT TRUCKING	77-238,418	7/25/2007	Pending
4.	RAINMAKER	78-821,053	2/22/2006	Pending
5.	RAINMAKER (with design)	78-821,056	2/22/2006	Pending
6.	RANDALL-REILLY	78-801,316	1/27/2006	Allowed
7.	RANDALL-REILLY logo	78-801,310	1/27/2006	Allowed
8.	ROADY THE ROAD BUILDER	77-201,740	6/8/2007	Pending
9.	THE GREAT WEST TRUCK SHOW	77-351,121	12/13/2007	Pending
10.	CCU	--	--	Unregistered
11.	CONTRACTOR'S DREAM PACKAGE	--	--	Unregistered
12.	COOKIN' IN THE CAB	--	--	Unregistered
13.	EQUIPMENT WORLD CONTRACTOR OF THE YEAR	--	--	Unregistered
14.	EQUIPMENT WORLD SPEC GUIDE	--	--	Unregistered
15.	G3	--	--	Unregistered
16.	HOW TO BECOME AN OWNER- OPERATOR	--	--	Unregistered
17.	INNOVATOR OF THE YEAR**	--	--	Unregistered**
18.	LANDSCAPER OF THE YEAR	--	--	Unregistered
19.	LANDSCAPER'S DREAM PACKAGE	--	--	Unregistered
20.	MODERN WOODWORKING'S SMALL SHOP OF THE YEAR	--	--	Unregistered
21.	PREVENTABLE OR NOT	--	--	Unregistered

22.	RANDALL-REILLY, A FAMILY OF COMPANIES	--	--	Unregistered
23.	RENT SMART	--	--	Unregistered
24.	RODS & BARRELS	--	--	Unregistered
25.	TECHNOLOGY AND MAINTENANCE CAREER LEADERSHIP AWARD	--	--	Unregistered
26.	TOTAL LANDSCAPE CARE LANDSCAPER OF THE YEAR	--	--	Unregistered
** Mark is registered in Canada, but not in the United States				

3. TRADEMARK NAMES

AIM;
 American Impact Marketing;
 Award Company of America, Inc.;
 EDA;
 Equipment Data Associates, L.L.C.;
 Fleet Distribution;
 G³***;
 Gears, Guts, and Glory;
 Heavy Duty Distribution;
 Heavy Duty Fleet Distribution;
 James Informational Media;
 Kona Communications, Inc.;
 Motor Media;
 National Truckstop Distribution & Services Company, L.L.C.;
 North River Publishing Co., Inc.;
 Northbrook Publishing;
 Northriver Publishing Company;
 Randall Products;
 Randall Publishing Co.;
 Randall Publishing Company, Inc.;
 Randall Publishing, A Family of Companies;
 Randall Recruiting Services;
 RPC Acquisition Company, LLC;
 RRPC;
 Target Marketing;
 The Kona Report;
 Truck Parts & Service;
 TruckStops Express.

4. TRADEMARK LICENSE AGREEMENTS

- i) NATSO Trademark License Agreement, dated June 30, 2003, between NATSO, Inc. and Randall Publishing Company, Inc. and North River Publishing Company, Inc.
- ii) The Companies are party to several web-linking agreements that provide for limited cross-licensing of trademarks solely for the purpose of using such trademarks as links to the site of the owner of such trademarks.
- iii) UCC Subscription Agreements:
 - (a) Agreement for Sale of Bulk Data, dated September 2, 2005, between Georgia Superior Court Clerks' Cooperative Authority and EDA.
 - (b) Uniform Commercial Code Records Film Subscription Agreement, effective January 1, 2006, between Michigan Secretary of State and EDA.
 - (c) Uniform Commercial Code CD-ROM/DVD Bulk UCC Data Purchase Agreement, effective February 3, 2003, between the State of New Hampshire Department of State and EDA.
 - (d) Subscriber Agreement, dated July 1, 2007, between the North Carolina Department of the Secretary of State and EDA.
 - (e) UCC Subscription Agreement, dated March 13, 2007, between the Pennsylvania Department of state and RRPC.
 - (f) Contract for services, dated September 15, 2005, between State of Washington Department of Licensing and EDA.
 - (g) Data Purchase Agreement, dated April 26, 2006, between Dun & Bradstreet, Inc. and EDA.
- iv) Informal e-Mail Agreement, dated on or around July 31, 2007, between Mike Byrnes & Assoc., Inc. and Randall-Reilly Publishing Company, LLC.
- v) License Agreement, dated November 10, 2006, between TR Information Publishers and Randall-Reilly Publishing Company, LLC.