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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHEKNOWS, LLC		105/20/2008 1	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	MERRILL LYNCH COMMERCIAL FINANCE CORP.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	Association:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2576288	GEOPARENT
Registration Number:	3150459	SHEKNOWS
Registration Number:	3331594	SHEKNOWS

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 33358

NAME OF SUBMITTER: Penelope J.A. Agodoa

TRADEMARK

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Signature:	/pja/
Date:	05/23/2008
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OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.		
1. Name of conveying party(ies): SHEKNOWS, LLC	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?		
	Name: MERRILL LYNCH COMMERCIAL FINANCE CORP.		
Individual(s) Association	Internal Address:		
General Partnership Limited Partnership	Street Address: 222 North LaSalle Street		
Corporation- State:	City: Chicago		
	State: IL		
Citizenship (see guidelines)	Country: USA Zip: 60601		
Additional names of conveying parties attached? Yes 📝 No	l Lind		
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship		
Execution Date(s) May 20, 2008	Limited Partnership Citizenship		
Assignment Merger	Corporation Citizenship		
Security Agreement Change of Name	Citizenship		
✓ Other Grant of Security Interest	representative designation is attached: Yes No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) 2576288; 3150459; 3331594 Additional sheet(s) attached? Yes V No		
5. Name & address of party to whom correspondence concerning document should be mailed: 6. Total number of applications and registrations involved: 3			
Name: Janeile Telesford, Legal Assistant Internal Address: Emmet, Marvin & Martin LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$		
Street Address: 120 Broadway	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: New York	8. Payment Information:		
State: NY Zip: 10271	a. Credit Card Last 4 Numbers Expiration Date		
Phone Number: 212-238-3244	b. Deposit Account Number		
Fax Number: 212-238-3100			
Email Address: jtelestord@emmetmarvin.com	Authorized User Name		
9. Signature: Salle Flog	Application of the second seco		
Signature (Date Total gurpher of gazes including cover		
Janelle Telesford Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, SHEKNOWS, LLC, an Arizona limited liability company (the "Grantor"), is obligated to MERRILL LYNCH COMMERCIAL FINANCE CORP. (the "Secured Party") under the Loan and Security Agreement, dated as of May of 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantor, certain affiliates of the Grantor and the Secured Party, and pursuant to which the Grantor has entered into the Security and Pledge Agreement, dated as of May 20, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between the Grantor, the affiliates of the Grantor from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 222 North LaSalle Street, Chicago, Illinois 60601.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the Landau of May 2008.

SHEKNOWS, LLC

Name

Name:

934839,1

TRADEMARK
REEL: 003782 FRAME: 0542

STATE OF CALIFORNIA)	
)	SS.
COUNTY OF)	

On the 20th day of May in the year 2008, Bill Foltz, personally appeared before me, RaShawn Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal..

(Seal)

Signature of Notary Public

> TRADEMARK REEL: 003782 FRAME: 0543

Schedule 1 to Grant of Security Interest (Trademarks) Dated as of May 2008

MARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
GEOPARENT	78042788	2576288	6/4/2002
SHEKNOWS	78388803	3150459	10/3/2006
SHEKNOWS	78732693	3331594	11/6/2007

TRADEMARK REEL: 003782 FRAME: 0544

RECORDED: 05/23/2008