

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		05/20/2008	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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

OP \$90.00 2576288

Signature:	/pja/
Date:	05/23/2008
Total Attachments: 4 source=33358#page1.tif source=33358#page2.tif source=33358#page3.tif source=33358#page4.tif	

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 20, 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 22nd day of May 2008.

SHEKNOWS, LLC

By: _____

Name: Bill Fritz

Title: CEO

STATE OF CALIFORNIA)
) ss.:
COUNTY OF)

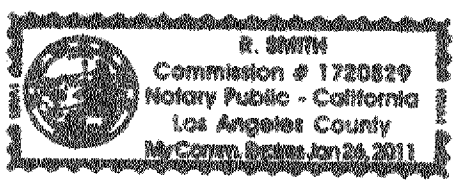
On the 20th day of May in the year 2008, Bill Foltz, personally appeared before me, RaShawn Smith, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their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



Signature of Notary Public (Seal)



Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 10, 2008

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