

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilshire Classifieds, LLC		10/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	Sixth and Marquette
<b>Internal Address:</b>	N9305-072 MAC
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55479
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2266101	RECYCLER CLASSIFIEDS
Registration Number:	2284161	AUTOBUYS
Registration Number:	2276805	TRUCK BUYS
Registration Number:	2528720	AUTO TRUCK BUYS
Registration Number:	2548580	BIG TRUCK BUYS & EQUIPMENT
Registration Number:	2286806	RV BUYS
Registration Number:	2260312	RECYCLER.COM
Registration Number:	2334853	AUTO PIX
Registration Number:	2354675	EZ ACTION ADS
Registration Number:	2310073	ORANGE COUNTY JOBS
Registration Number:	2354192	LOS ANGELES JOBS
Registration Number:	2593119	INLAND EMPIRE JOBS

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CORRESPONDENCE DATA

Fax Number: (415)984-8701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415-984-8700  
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Correspondent Name: Jill Matichak, Esq.  
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ATTORNEY DOCKET NUMBER:	918120-269
NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	06/12/2008

Total Attachments: 4  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, WILSHIRE CLASSIFIEDS, LLC**, a Delaware limited liability company ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, Target Media Partners Operating Company, LLC**, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation ("**Company**"), has entered into a Second Amended and Restated Credit Agreement dated as of July 13, 2005 (said Second Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), General Electric Capital Corporation, as Syndication Agent, and Citizens Bank of Massachusetts, as Co-Documentation Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, Grantor has executed and delivered that certain Second Amended and Restated Guaranty dated as of July 13, 2005 (said Second Amended and Restated Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Second Amended and Restated Pledge and Security Agreement dated as of July 13, 2005 (said Second Amended and Restated Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the

Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 17<sup>th</sup> day of October, 2007.

**WILSHIRE CLASSIFIEDS, LLC**

By: Susan M. Humphreville  
Name: Susan M. Humphreville  
Title: Chief Financial Officer

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appl. Number</u>	<u>Registration/Appl. Date</u>
Wilshire Classifieds, LLC	Recycler Classifieds	2266101	08/03/99
Wilshire Classifieds, LLC	Autobuys	2284161	10/05/99
Wilshire Classifieds, LLC	Truck Buys	2276805	09/07/99
Wilshire Classifieds, LLC	Auto Truck Buys	2528720	01/08/02
Wilshire Classifieds, LLC	Big Truck Buys & Equipment	2548580	03/12/02
Wilshire Classifieds, LLC	RV Buys	2286806	10/12/99
Wilshire Classifieds, LLC	Recycler.com	2260312	07/13/99
Wilshire Classifieds, LLC	Auto Pix	2334853	03/28/00
Wilshire Classifieds, LLC	EZ Action Ads	2354675	06/06/00
Wilshire Classifieds, LLC	Orange County Jobs	2310073	01/18/00
Wilshire Classifieds, LLC	Los Angeles Jobs	2354192	05/30/00
Wilshire Classifieds, LLC	Inland Empire Jobs	2593119	07/09/02
Wilshire Classifieds, LLC	Desert Auto Buys	2462930	10/02/98