

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Retirement Living TV, LLC		01/23/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Comcast RL Holdings, Inc.
Street Address:	1701 John F. Kennedy Boulevard
Internal Address:	One Comcast Center
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3220951	RETIREMENT LIVING
Registration Number:	3375786	PRUDENT ADVISOR
Registration Number:	3378339	DAILY CAFÉ
Registration Number:	3429824	HEALTHLINE
Registration Number:	3461752	RETIRED & WIRED
Registration Number:	3462169	THE INFORMED CITIZEN
Registration Number:	3508408	ANOTHER CHANCE FOR ROMANCE
Registration Number:	3529810	THE ART OF LIVING
Registration Number:	3525235	VIEWPOINT
Registration Number:	3494970	ENCORE WITH JOHN PALMER
Serial Number:	78850078	RLIVING
Serial Number:	77534075	WHAT'S NEXT?
Serial Number:	77534081	WHOLE BODY HEALTH

OP \$340.00 3220951

CORRESPONDENCE DATA

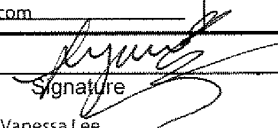
Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: bonnie@ipresearchplus.com
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	34069
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/23/2009

Total Attachments: 5
source=1-23-09 COMCAST TM#page1.tif
source=1-23-09 COMCAST TM#page2.tif
source=1-23-09 COMCAST TM#page3.tif
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):		2. Name and address of receiving party(ies)	
Retirement Living TV, LLC		Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>MD</u> <input type="checkbox"/> Other _____		Name: <u>Comcast RL Holdings, Inc.</u> Internal Address: <u>One Comcast Center</u> Street Address: <u>1701 John F. Kennedy Boulevard</u> City: <u>Philadelphia</u> State: <u>PA</u> Country: <u>USA</u> Zip: <u>19103</u>	
Citizenship (see guidelines) _____		<input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>DE</u> <input type="checkbox"/> Other _____ Citizenship _____	
Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance)/Execution Date(s) :			
Execution Date(s) <u>01/23/09</u>			
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
4. Application number(s) or registration number(s) and identification or description of the Trademark.			
A. Trademark Application No.(s) <u>78850078</u> <u>77534075</u> <u>77534081</u>		B. Trademark Registration No.(s) See Schedule 1 Attached Hereto	
Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved:	
Name: <u>Penelope Agodoa</u>		<input type="text" value="13"/>	
Internal Address: _____		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____	
Street Address: <u>21 Tadcaster Circle</u>		<input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
City: <u>Waldorf</u>		8. Payment Information:	
State: <u>MD</u> Zip: <u>20602</u>		Deposit Account Number _____	
Phone Number: <u>301-638-0511</u>		Authorized User Name _____	
Fax Number: <u>866-826-5420</u>			
Email Address: <u>penelope@ipresearchplus.com</u>			
9. Signature: _____		Date: <u>1/23/09</u>	
			
Name of Person Signing: <u>Hyang S. Vanessa Lee</u>		Total number of pages including cover sheet, attachments, and document: <input type="text" value="5"/>	

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

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Retirement Living TV, LLC, a Maryland limited liability company (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of December 19, 2008 (as amended and/or supplemented from time to time, the "**Security Agreement**") among RETIREMENT LIVING TV, LLC (the "**Company**"), the Guarantors party thereto and COMCAST RL HOLDINGS, INC., as Secured Party (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Trigger Event shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Investment Agreement, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of January, 2009.

RETIREMENT LIVING TV, LLC

By: Erickson Media, LLC, Member

By: 

Name: John C. Erickson

Title: Chief Executive Officer and President

Acknowledged:

COMCAST RL HOLDINGS, INC.,
as Secured Party

By: 

Name:

Title:

James P. McCue
President

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

RETIREMENT LIVING TV, LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Retirement Living	3220951	3/20/2007
Prudent Advisor	3375786	1/29/2008
Daily Café	3378339	2/5/2008
Healthline	3429824	5/20/2008
Retired & Wired	3461752	7/8/2008
The Informed Citizen	3462169	7/8/2008
Another Chance for Romance	3508408	9/30/2008
The Art of Living	3529810	11/11/2008
Viewpoint	3525235	10/28/2008
Encore with John Palmer	3494970	9/2/2008

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>FILING DATE</u>
RLiving	78850078	4/4/2006
What's Next?	77534075	8/1/2008
Whole Body Health	77534081	8/1/2008

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
NONE			