

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RFD Media USA, Inc.		02/04/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE ROYAL BANK OF SCOTLAND PLC		
<b>Street Address:</b>	135 Bishopsgate		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2M 3UR		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77472643	THE SECRET MILLIONAIRE	
<b>Serial Number:</b>	77114156	HOW TO LOOK GOOD NAKED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)236-7516		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 368 4000		
<b>Email:</b>	jennifer.homer@dlapiper.com		
<b>Correspondent Name:</b>	Jennifer D. Homer, DLA Piper LLP (US)		
<b>Address Line 1:</b>	P.O. Box 64807		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60664-0807		
<b>ATTORNEY DOCKET NUMBER:</b>	313847-592.		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jennifer D. Homer		
<b>Address Line 1:</b>	203 N. LaSalle Street		

CH \$65.00 77472643

Address Line 2: Suite 1900  
Address Line 4: Chicago, ILLINOIS 60601-1293

NAME OF SUBMITTER:	Jennifer D. Homer
Signature:	/Jennifer D. Homer/
Date:	02/05/2009

Total Attachments: 5  
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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of February 4, 2009 is made by RDF MEDIA USA, INC., a California corporation, located at 225 Santa Monica Boulevard, Santa Monica, CA 90401 (the "Grantor"), for the benefit and security of THE ROYAL BANK OF SCOTLAND PLC, as security agent for itself and the other Secured Parties (in such capacity, the "Security Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain £36,000,000 SENIOR MULTICURRENCY TERM AND REVOLVING FACILITIES AGREEMENT (as amended, modified or restated from time to time, the "Facilities Agreement") dated November 27, 2008 among (1) Parts Bidco Limited as Parent, (2) the Original Borrower listed therein; (3) the Original Guarantor listed therein, (4) The Royal Bank of Scotland PLC, Barclays Leveraged Finance and The Governor and Company of the Bank of Ireland as Arrangers, (5) the Financial Institutions listed therein as Original Lenders, (6) The Royal Bank of Scotland PLC as Agent, (7) The Royal Bank of Scotland PLC as Security Agent, and (8) Barclays Bank PLC as Original Issuing Bank, the Secured Parties (as defined below) have agreed to provide financing and other financial accommodations to the Borrowers;

WHEREAS, in connection with the Facilities Agreement, the Grantor has executed and delivered a Security Agreement, dated as of February 4, 2009, for the benefit and security of the Security Agent and the other Secured Parties (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Security Agent for the benefit and security of the Security Agent and the other Secured Parties a continuing security interest in and to the property of Grantor, including all General Intangibles; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to provide financing and other financial accommodations to the Borrowers pursuant to the Facilities Agreement, the Grantor agrees, for the benefit of the Security Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Facilities Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and collaterally assigns to Security Agent and does hereby grant to Security Agent a continuing security interest in and to the General Intangibles of Grantor (including, without limitation, those

items listed on Schedule A hereto) (collectively, the "Collateral"), whether now existing or hereafter acquired, and the products and proceeds therefrom.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Facilities Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RDF MEDIA USA, INC.


By: Andrew Lennon

Name: Andrew Lennon

Title: Chief Financial Officer

Date:

THE ROYAL BANK OF SCOTLAND PLC  
as Security Agent for itself and the other Secured Parties

By:   
Name: ANDREW HARRISON  
Title: MANAGING DIRECTOR

Date: \_\_\_\_\_

{Signature Page to Grant of Security Interest in Trademark Rights}

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
THE SECRET MILLIONAIRE	77/472,643
HOW TO LOOK GOOD NAKED	77/114,156