

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CurtCo Robb Media, LLC		03/27/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway, Suite 700		
Internal Address:	Attn: CurtCo Robb Media Account Manager		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77125112	LUXURY HOTELS	
Serial Number:	77130861	WATCH COLLECTOR	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 888-4000		
Email:	rcherry@hunton.com		
Correspondent Name:	Rose Cherry, Senior Paralegal		
Address Line 1:	Hunton & Williams LLP		
Address Line 2:	600 Peachtree Street, NE, Suite 4100		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	GECC/CURTCO-64504.27 (RC)		
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.		

CH \$65.00 77125112

Signature:	/s/ Elizabeth A. Mullican, Esq.
Date:	04/06/2009
Total Attachments: 5 source=CurtCo - Trademark Security Agreement#page1.tif source=CurtCo - Trademark Security Agreement#page2.tif source=CurtCo - Trademark Security Agreement#page3.tif source=CurtCo - Trademark Security Agreement#page4.tif source=CurtCo - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2009, by CURTCO ROBB MEDIA, LLC, a Delaware limited liability company ("Grantor"), located at 29160 Heathercliff Road, Suite 200, Malibu, California 90265, in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent"), located at 2325 Lakeview Parkway, Suite 700, Alpharetta, Georgia 30009.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 25, 2004, by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement, dated as of June 25, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, certain Trademark Security Agreements and, pursuant to the Waiver and Fourth Amendment to Credit Agreement, dated on or about the date hereof (the "Fourth Amendment"), between Grantor and Agent, Grantor is required to execute and deliver to Agent this Trademark Security Agreement as a condition precedent to the effectiveness of the Fourth Amendment;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto; provided, that, such security interest

shall extend to "intent-to-use" applications upon the earlier of an amendment to allege use or issuance of a registration;

(b) all reissues, continuations, renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(d) any claim by Grantor against third parties for past, present or future (i) infringement of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; and

(e) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for and rents and profits of each of the foregoing.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens granted to Agent, for itself and the benefit Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens in the Trademark Collateral made and 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CURTCO ROBB MEDIA, LLC

By: [Signature]
Name: Chris Fabian
Title: SUP CFO

ACKNOWLEDGMENT OF GRANTOR

STATE OF California
COUNTY OF Los Angeles

ss.

On this 26 day of March, 2009 before me personally appeared Chris Fabian, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CURTCO ROBB MEDIA, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.



[Signature]
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: Lofton D. Spencer
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LUXURY HOTELS	77/125,112	3/07/07	3,403,791	3/25/08
WATCH COLLECTOR	77/130,861	3/14/07	3,400,285	3/18/08

TRADEMARK LICENSE: None.