

# 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
Vendome Group, LLC		03/12/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2325 Lakeview Parkway		
Internal Address:	Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77061633	APARTMENT BUILDING MANAGEMENT INSIDER	
Serial Number:	78842424	ASSISTED HOUSING MANAGEMENT TRAINER	
Serial Number:	78973678	CONSTRUCTION SUPERCONFERENCE	
Serial Number:	78974097	CONSTRUCTION SUPERCONFERENCE	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	Jeffrey P. Balcita		
Address Line 2:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		

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TRADEMARK  
 REEL: 003971 FRAME: 0906

ATTORNEY DOCKET NUMBER:	09611.009015
NAME OF SUBMITTER:	Jeffrey P. Balcita/
Signature:	/Jeffrey P. Balcita/
Date:	04/16/2009
<p>Total Attachments: 6 source=TM sec agmnt - 2008#page1.tif source=TM sec agmnt - 2008#page2.tif source=TM sec agmnt - 2008#page3.tif source=TM sec agmnt - 2008#page4.tif source=TM sec agmnt - 2008#page5.tif source=TM sec agmnt - 2008#page6.tif</p>	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2008, by VENDOME GROUP, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 30, 2006, amended by that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of January 18, 2008, by and among Vendome Group, LLC, a Delaware limited liability company, Grantor, the other 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 have made, or are willing to make, the Loans and have incurred, or are willing 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, this Trademark Security Agreement.

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 thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and 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 Schedules I and II hereto;

(b) all reissues, continuations 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; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the First Amendment. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest 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 Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**VENDOME GROUP, LLC,**

as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Joe Butler*  
**JOE BUTLER**  
**CEO**

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By: \_\_\_\_\_

Its Duly Authorized Signatory

Subscribed to and sworn before me  
this 12 day of March, 2008

*Julie Anne DiMauro*

**JULIE ANNE DIMAURO, Notary Public**  
My Commission Expires Feb. 12, 2010

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_\_ day of March 2008 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vendome Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

\_\_\_\_\_  
{seal} Notary Public

Expires:

**[SIGNATURE PAGE TO COPYRIGHT SECURITY AGREEMENT]**

**TRADEMARK**  
**REEL: 003971 FRAME: 0910**

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.

VENDOME GROUP, LLC,  
as Grantor

By: *John Buter*  
Name: John Buter  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Pravin*  
Its Duly Authorized Signatory

Subscribed to and sworn before me  
this 12 day of March, 2008

*Julie Anne D'Alauro*  
JULIE ANNE D'ALAURO, Notary Public  
My Commission Expires Feb. 12, 2010

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of March, 2008, before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Vendome Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public  
{seal}

Expires:

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]**

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. TRADEMARK REGISTRATIONS**

	<b>EAPD Matter No.</b>	<b>Mark</b>	<b>Serial No./Date Reg. No./Date</b>	<b>Goods/Services</b>
1.	68414	APARTMENT BUILDING MANAGEMENT INSIDER	7706163 3 12/11/06  Reg. Pending	"Periodic publications, namely, newsletters in the field of real estate," in Class 16
2.	68413	ASSISTED HOUSING MANAGEMENT TRAINER	7884242 4 3/21/06  3257302 6/26/07	"Periodic publications, namely, newsletters which provide training for owners and managers of apartments, units and projects that are federally assisted to ensure that they and their staff members operate in compliance with federal program requirements," in Class 16
3.	65813/ 1	CONSTRUCTION SUPERCONFERENCE	7897367 8 9/13/06  3268421 7/24/07	"Educational services, namely arranging and conducting seminars, conferences, workshops, forums and events pertaining to the professional development of contractors, owners and their attorneys," in Class 41
4.	65813/ 2	CONSTRUCTION SUPERCONFERENCE	7897409 7 9/14/06  3283150 8/21/07	"Compact discs containing written material from seminars, conferences, workshops, forums and events pertaining to the professional development of contractors, owners and their attorneys," in Class 9

**SCHEDULE II**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**FOREIGN TRADEMARK REGISTRATIONS**

	<b>EAPD Matter</b>	<b>Country</b>	<b>Mark</b>	<b>Serial No./Date Reg. No./Date</b>	<b>Goods/ Services</b>
1.	64686	Poland	HOSPITAL PRACTICE	Z-154242 12/12/95  106646 11/02/98	"Magazine and biomedical communications articles published for and distributed to physicians," in Class 16