

**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
Virgo Publishing, LLC		08/31/2009	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: 27**

Property Type	Number	Word Mark
Serial Number:	77044431	NATURAL PRODUCTS MARKETPLACE
Serial Number:	77044429	NATURAL PRODUCTS MARKETPLACE
Serial Number:	77419016	SSTI
Serial Number:	77331605	B/OSS
Serial Number:	77228103	CHURCH SOLUTIONS
Serial Number:	77321278	IMMEDIATE CARE BUSINESS
Serial Number:	77331755	BILLING & OSS WORLD
Serial Number:	77566707	BILLING & OSS WORLD
Serial Number:	78140121	FOREWORD FINANCIAL
Serial Number:	77566703	ICT CAREER CONNECTION
Serial Number:	77566722	INSIDE SELF-STORAGE WORLD EXPO
Serial Number:	77566699	PHONE+
Serial Number:	77504543	SUPPLYSIDE

CH \$690.00 77044431

Serial Number:	78872384	VIDEO ON THE NET
Serial Number:	75339853	VOICE ON THE NET
Serial Number:	75339851	VON
Serial Number:	77425758	CORPORATE LOGO
Serial Number:	77626437	ENDONURSE
Serial Number:	77419009	INSIDE SELF-STORAGE
Serial Number:	77603066	LOOKING FIT
Serial Number:	77455150	MODERN CAR CARE
Serial Number:	77418998	SELF-STORAGE TALK
Serial Number:	77566709	B/OSS
Serial Number:	77419013	SELF-STORAGE TRAINING INSTITUTE
Serial Number:	77700011	XCHANGE
Serial Number:	77765656	FOCUS ON THE FUTURE
Serial Number:	77746945	SURGISTRATEGIES

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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

ATTORNEY DOCKET NUMBER:	09637.017004
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	09/10/2009

**Total Attachments: 10**  
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**TRADEMARK**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Virgo Holdings, LLC, Arlington Virgo Holdings, LLC, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses that were registered from February 25, 2008 through and including June 30, 2009, providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

VIRGO PUBLISHING, LLC  
as Grantor

By:  \_\_\_\_\_  
Name: Kelly Ridley  
Title: CFO

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[VIRGO - SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each 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.

Very truly yours,

VIRGO PUBLISHING, LLC  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_  
Name: **Steven J. Heise**  
Title: **Duly Authorized Signatory**

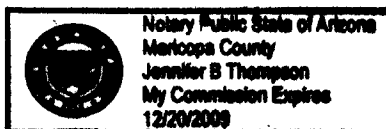
[VIRGO - SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

On this 31<sup>st</sup> day of August, 2009 before me personally appeared Kelly Ridley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Virgo Publishing, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jennifer B Thompson  
Notary Public



[VIRGO - ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK  
SECURITY AGREEMENT]

TRADEMARK  
REEL: 004059 FRAME: 0695

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**Trademarks**

**Licensed: None**

**Owned:**

Natural Products Marketplace Supplemental Register (Int'l Cls 16) (Design)	77/044,431 3,387,050	11/15/06 2/19/08	Registered	Virgo Publishing, LLC
Natural Products Marketplace Supplemental Register (Int'l Cls 16) (Word)	77/044,429 3,383,478	11/15/06 2/12/08	Registered	Virgo Publishing, LLC
SSTI Principal Register (Int'l Cls 9 & 41)	77/419,016 3,625,472	3/11/08 5/26/09	Registered	Virgo Publishing, LLC
B/OSS Supplemental Register (Int'l Cls 16)	77/331,605 3,438,591	11/16/07 5/27/08	Registered	Virgo Publishing, LLC
Church Solutions Principal Register (Int'l Cls 16)	77/228,103 3,408,448	07/12/07 4/8/08	Registered	Virgo Publishing, LLC
Immediate Care Business Supplemental Register (Int'l Cls 16)	77/321,278 3,438,581	11/5/07 5/27/08	Registered	Virgo Publishing, LLC



Natural Products Industry Insider Switzerland TM Registration (Int'l Cls 16)	503515	7/23/02 10/9/02	Registered	Virgo Publishing, LLC
Natural Products Industry Insider United Kingdom TM Registration (Int'l Cls 16)	2,304,995	7/10/02 6/1/04	Registered	Virgo Publishing, LLC
Natural Products Industry Insider Sweden TM Registration (Int'l Cls 16)	365687	7/4/02 2/27/04	Registered	Virgo Publishing, LLC
Natural Products Industry Insider Austria TM Registration (Int'l Cls 16)	208500	11/15/02 2/19/03	Registered	Virgo Publishing, LLC
Natural Products Industry Insider Denmark TM Registration (Int'l Cls 16)	VR 200203008	7/10/02 9/10/02	Registered	Virgo Publishing, LLC
Natural Products Industry Insider Finland TM Registration (Int'l Cls 16)	227066	7/17/02 4/30/03	Registered	Virgo Publishing, LLC
Natural Products Industry Insider France TM Registration (Int'l Cls 16)	02.3176102	8/30/02 12/27/02	Registered	Virgo Publishing, LLC
Natural Products Industry Insider Ireland TM Registration (Int'l Cls 16)	224851	12/30/02 3/12/03	Registered	Virgo Publishing, LLC

Principal Register	Serial/ File No.	Date Filed/ Registered	Current Status	Owner
Natural Products Industry Insider Italy TM Registration (Int'l Cls 16)	RM2002C004262	5/29/02 7/26/02	Registered	Virgo Publishing, LLC
Natural Products Industry Insider Japan TM Registration (Int'l Cls 16)	4647169	6/28/02 2/21/03	Registered	Virgo Publishing, LLC
Billing & OSS World Principal Register (Int'l Cls 16)	77/331,755 3,479,717	11/16/07 8/5/08	Registered	Virgo Publishing, LLC
Billing & OSS World Principal Register (Int'l Cls 35)	77/566,707	9/10/08	Pending	Virgo Publishing, LLC
Foreward Financial Principal Register (Int'l Cls 41)	78/140,121 2,801,442	06/29/02 12/30/03	Registered	Virgo Publishing, LLC
ICT Career Connection Principal Register (Int'l Cls 35)	77/566,703 3,608,617	09/10/08 4/21/09	Registered	Virgo Publishing, LLC
Inside Self-Storage World Expo Principal Register (Int'l Cls 35)	77/566,722	09/10/08	Pending	Virgo Publishing, LLC
Phone + (Word) Principal Register (Int'l Cls 16)	77/566,699 3,608,616	09/10/08 4/21/09	Registered	Virgo Publishing, LLC
SupplySide (Word) Principal Register (Int'l Cls 35)	77/504,543 3,567,482	06/20/08 1/27/09	Registered	Virgo Publishing, LLC
Video On The Net Supplemental Register (Int'l Class 35)	78/872,384 3,270,585	04/28/06 07/24/07	Registered	Virgo Publishing, LLC

TRADEMARK Description	Serial/ Reg. No.	Date Filed/ Registered	Current Status	Owner
Voice On The Net Principal Register (Int'l Cls 41)	75/339,853 2,545,515	08/12/97 03/12/02	Registered	Virgo Publishing, LLC
VON Principal Register (Int'l Cls 41)	75/339,851 2,301,299	08/12/97 12/21/99	Registered	Virgo Publishing, LLC
VON Principal Register (Int'l Cls 42)	75/941,664 2,487,115	03/10/00 09/11/01	Registered	Virgo Publishing, LLC
VON European Union TM Registration (Int'l Cls 38 & 41)	1,780,352	10/25/01	Registered	Virgo Publishing, LLC
VON Israeli TM Registration (Int'l Cls 38)	140,250	11/12/01	Registered	Virgo Publishing, LLC
VON Israeli TM Registration (Int'l Cls 41)	140,251	11/12/01	Registered	Virgo Publishing, LLC
VON Israeli TM Registration (Int'l Cls 42)	140,252	11/12/01	Registered	Virgo Publishing, LLC
Corporate Logo Principal Register (Int'l Cls 16)	77/425,758 3,519,855	3/19/08 10/21/08	Registered	Virgo Publishing, LLC
EndoNurse Principal Register (Int'l Cls 16)	77/626,437	12/04/08	Pending	Virgo Publishing, LLC
Inside Self-Storage Principal Register (Int'l Cls 16)	77/419,009 3,515,750	3/11/08 10/14/08	Registered	Virgo Publishing, LLC

Looking Fit (Word) Principal Register (Int'l Cls 16)	77/603,066 3,608,880	10/29/08 4/21/09	Registered	Virgo Publishing, LLC
Modern Car Care Principal Register ( Int'l Cls 16)	77/455,150 3,516,401	4/22/08 10/14/08	Registered	Virgo Publishing, LLC
Self-Storage Talk Principal Register (Int'l Cls 38)	77/418,998 3,515,749	3/11/08 10/14/08	Registered	Virgo Publishing, LLC
B/OSS Supplemental Register (Int'l Cls 35)	77/566,709 3,596,845	9/10/08 3/24/09	Registered	Virgo Publishing, LLC
Self-Storage Training Institute Supplemental Register (Int'l Cls 9 & 41)	77/419,013 3,589,347	3/11/08 3/10/09	Registered	Virgo Publishing, LLC
xchange Principal Register (Int'l Cls 41)	77/700,011	3/26/09	Pending	Virgo Publishing, LLC
Focus on the Future Principal Register (Int'l Cls 35)	77/765,656	6/22/09	Pending	Virgo Publishing, LLC
SurgiStrategies Principal Register (Int'l Cls 16 & 41)	77/746,945	5/28/09	Pending	Virgo Publishing, LLC