

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
Aspen Marketing Services, Inc.		09/23/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harris N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2246334	AUTOPROVAL
Registration Number:	1509047	LIFE LONG
Registration Number:	2064674	LL LIFELONG
Registration Number:	2108908	PREMIUMS THAT MEAN BUSINESS
Registration Number:	2247226	SMARTSPIFFS
Registration Number:	2229437	WORLD'S SMALLEST, MOST POWERFUL CLOCK RADIO

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$165.00 2246334

ATTORNEY DOCKET NUMBER:	1914415
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/24/2009
Total Attachments: 4 source=2689152#page1.tif source=2689152#page2.tif source=2689152#page3.tif source=2689152#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of September, 2009, Aspen Marketing Services, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1240 North Avenue, West Chicago, Illinois 60185, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Harris N.A., a national banking association ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and any successor(s) or assign(s) to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), a continuing security interest in, the following property:

(i) Each United States trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor, Aspen Marketing Holdings, Inc., a Delaware corporation (the "*Borrower*"), and certain other affiliates of Debtor as set out in that certain Security Agreement bearing even date herewith among Debtor, Agent, Borrower, and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in, or as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall not apply to such Intent-To-Use Application.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ASPEN MARKETING SERVICES, INC.

By 
Name: Patrick J. O'Rahilly
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

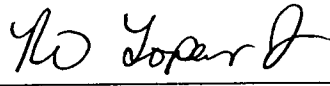
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ASPEN MARKETING SERVICES, INC.

By _____
Name: Patrick J. O'Rahilly
Title: President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

HARRIS N.A.

By  _____
Name Ricardo Lopez Jr.
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	REGISTRATION NO.
AUTOPROVAL & Design	2,246,334
LIFE LONG & Design	1,509,047
LL LIFELONG & Design	2,064,674
PREMIUMS THAT MEAN BUSINESS	2,108,908
SMARTSPIFFS	2,247,226
WORLD'S SMALLEST, MOST POWERFUL CLOCK RADIO	2,229,437