

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
Douglas Publications, LLC		01/19/2005	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	Commerce Bank, N.A.		
Street Address:	1701 Route 70 East		
City:	Cherry Hill		
State/Country:	NEW JERSEY		
Postal Code:	08003		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3180282	AMERICAN PAINTING CONTRACTOR	
Registration Number:	3210902	OSHA TRAINING CAMP	
Registration Number:	3258691	HIRING THE BEST	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3246		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043317400		
Email:	mike.tobin@klgates.com		
Correspondent Name:	K&L Gates, LLP (Attn: Michael Tobin)		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2833461.00200		
NAME OF SUBMITTER:	Michael A. Tobin		

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REEL: 004198 FRAME: 0796

Signature:	/Michael A. Tobin/
Date:	05/04/2010
Total Attachments: 10 source=trademark security agreement#page1.tif source=trademark security agreement#page2.tif source=trademark security agreement#page3.tif source=trademark security agreement#page4.tif source=trademark security agreement#page5.tif source=trademark security agreement#page6.tif source=trademark security agreement#page7.tif source=trademark security agreement#page8.tif source=trademark security agreement#page9.tif source=trademark security agreement#page10.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 19th day of January, 2005, by DOUGLAS PUBLICATIONS, LLC, a Virginia limited liability company having a mailing address of 2807 N. Parham Road, Suite 200, Richmond, Virginia 23294 ("Borrower") and delivered to COMMERCE BANK, N.A. having a mailing address of 1701 Route 70 East, Cherry Hill, New Jersey ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full.

3. Borrower represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than any application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Borrower's Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as (a) this Agreement is in effect and (b) Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has elected to exercise its rights hereunder: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in the jurisdiction set forth in Section 9.1 of the Loan Agreement, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full, Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations to Lender and shall bear interest at the highest applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 9.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower agrees to the jurisdiction of the state and federal courts of the jurisdiction set forth in Section 9.18 of the Loan Agreement and to service by certified mail, return receipt requested at the address of the Borrower so long as Lender simultaneously serves by mail Borrower's registered agent and Borrower's counsel at the address listed in Section 9.18 of the Loan Agreement.

20. Borrower (and Lender by its acceptance hereof) hereby waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal extension, amendment, modification, restructure, forbearance, workout, or enforcement of the transactions contemplated by the Loan Documents.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement,
under seal, the day and year first above written.

Borrower:

DOUGLAS PUBLICATIONS, LLC

By: *Alan M. Douglas*
Name: ALAN M. DOUGLAS
Title: Manager
(Corporate Seal)

Address: 2807 N. Parham Road, Suite 200
Richmond, Virginia 23294

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

[Signature Page to Trademark Security Agreement]
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Approved and Accepted:

COMMERCE BANK, N.A.

By: 

Name: HENRY G. KUSH JR

Title: VP

[Signature Page to Trademark Security Agreement]

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TRADEMARK

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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF MD :SS
COUNTY OF MONTGOMERY :

On this 19th day of JAN, 2005, before me personally appeared ALAN M. DOUGLAS
to me known and being duly sworn, deposes and says that he/she is an Authorized Person of Douglas
Publications, LLC, the company described in the foregoing Agreement; that he/she knows the seal of the
company; that the seal so affixed to the Agreement is such company seal; that he/she signed the
agreement and affixed the seal of the company thereto as such officer pursuant to the authority vested in
him/her by law; that the within Agreement is the voluntary act of such company; and he/she desires the
same to be recorded as such.

Sigurd McClure
Notary Public
My Commission Expires: 8/1/05

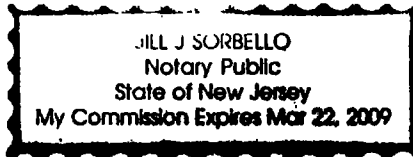
[Notary Page to Trademark Security Agreement]
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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NS :SS
COUNTY OF CAMDEN :

On this 19 day of JAN 2005 before me personally appeared Henry G. Kush Jr
to me known and being duly sworn, deposes and says that he/she is VP of Commerce Bank,
N.A., the banking association described in the foregoing Agreement; that he/she signed the agreement as
such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary
act of such banking association; and he/she desires the same to be recorded as such.

Jill J. Sorbello
Notary Public
My Commission Expires:



[Notary Page to Trademark Security Agreement]

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Schedule A to Trademark Security Agreement

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
Communications Briefings	1822422	USA	10-05-92
Managers Edge	2231138	USA	02-03-97
The Competitive Advantage	1400295	USA	11-18-85
Team Management Briefings	1832536	USA	07-07-93
American Speaker	1993099	USA	07-11-95
Leadership Strategies	2202399	USA	10-21-97
The Organized Executive	2190962	USA	09-02-97
Trend Letter	2045442	USA	07-11-95
Office Hours	2385297	USA	06-21-99
Hiring the Best	78470927	USA	08-20-04
Success Workshop	2031332	USA	04-13-92
American Painting Contractor	772,860	USA	07-07-64
Association Meeting & Event Planners	2,841,925	USA	05-11-04
Compliance Magazine	2356532	USA	06-13-00
Corporate Meeting Planners	2,846,975	USA	05-25-04
Facility Care	2,837,945	USA	05-04-04
Flooring Magazine	2,905,593	USA	11-30-04
Gift, Housewares & Home Textiles Buyers	78,541,203	USA	1-03-05
Hospital Phone Book	2,846,976	USA	05-25-04
Human Capital	2,745,399	USA	07-29-03
Lifting & Transportation International	2,878,456	USA	08-31-04
Mass Merchandisers of Off-Price Apparel Buyers	2,841,926	USA	05-11-04
Medical Meeting & Event Planners	78,528,089	USA	12-07-04
Men's & Boys' Wear Buyers	78,541,171	USA	01-03-05
Premium Incentive & Travel Buyers	2,841,927	USA	05-11-04
Robotic World (stylized)	1,404,010	USA	08-05-86
Robotic World (words)	1,404,013	USA	08-05-86
Sales and Marketing Strategies & News	78,540,929	USA	01-03-05
The Salesman's Guide	2,846,977	USA	05-25-04

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
SG	2,880,781	USA	09-07-04
Women's and Children's Wear Buyers	2,841,928	USA	05-11-04

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RECORDED: 05/04/2010

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