

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lebhar-Friedman, Inc.		08/20/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	2325 Lakeview Parkway, Suite 700
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30009
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3279703	SPIRIT AWARDS
Registration Number:	3555828	FRANCHISE FOCUS
Registration Number:	3678527	PEOPLE TALK
Registration Number:	3697676	G4R
Registration Number:	3671920	G4R GREEN RETAIL
Registration Number:	3711041	E-NEWS FIRST
Registration Number:	3678529	SITE TALK

CORRESPONDENCE DATA

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404.888.4267
 Email: dcorey@hunton.com
 Correspondent Name: Hunton & Williams LLP
 Address Line 1: 600 Peachtree Street NE, Suite 4100
 Address Line 2: c/o Deborah Corey (64504.39)

CH \$190.00 3279703

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

64504.39

NAME OF SUBMITTER:

Deborah Corey

Signature:

/Deborah Corey/

Date:

08/20/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2010, is made by LEBHAR-FRIEDMAN, INC., a New York corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 31, 2005, by and among Grantor, the other Persons named therein as Borrowers and 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 made Loans to and incurred Letter of Credit Obligations for the benefit of Grantor and the other Borrowers;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver 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 the Credit Agreement and Annex A thereto.

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, including those referred to on Schedule I 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
- (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 (ii) injury to the goodwill associated with any Trademark.

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 Security Agreement. 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LEBHAR-FRIEDMAN, INC.

By: [Signature]
Name: DANIEL J. MILLS
Title: EXECUTIVE VICE PRESIDENT/CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York ss.
COUNTY OF New York

On this 18 day of August, 2010, before me personally appeared Daniel J. Mills, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lebhar-Friedman, Inc., 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 directors and that he acknowledged said instrument to be the free act and deed of said company.

BARBARA HOCHBERG
Notary Public, State Of New York
No. 01HO475513
Qualified in Kings County
Commission Expires April 30, 2011

[Signature]
Notary Public

{seal}

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: Ellen D. Weaver
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(Lebhar-Friedman – Additional Marks)**

Trademark Name	Registration #	Registration Date
Spirit Awards stylized and Design	3,279,703	August 14, 2007
Franchise Focus	3,555,828	January 6, 2009
People Talk	3,678,527	September 8, 2009
G4R	3,697,676	October 20, 2009
G4R Green Retail	3,671,920	August 25, 2009
E-News First	3,711,041	November 17, 2009
Site Talk	3,678,529	September 8, 2009