

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
RMSG LLC		09/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	231 South LaSalle Street, IL1-231-09-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Serial Number:	77619521	ENTERTAINMENT PERSONALITY
Serial Number:	77619516	MOVIE PERSONALITY
Serial Number:	77591121	ROSETTA INTERACTIVE
Registration Number:	3724844	INTERACTIVE. RELEVANCE. RESULTS.
Registration Number:	3250961	ROSETTA
Registration Number:	3820290	ROSETTA INTERACTIVE. RELEVANCE. RESULTS.
Registration Number:	3736258	
Registration Number:	3225547	CHOICEDRIVERS
Registration Number:	3234246	PERSONALITY MARKETING SYSTEM
Registration Number:	3240358	SEGMENT-ON-THE-FLY
Registration Number:	3242853	X-TOOL
Registration Number:	3234247	PERSONALITY-TRAC
Registration Number:	3237929	ROSETTA MARKETING WARE
Registration Number:	3234248	PERSONALITY

OP \$890.00 77619521

Registration Number:	3197296	PHYSICIAN PERSONALITY
Registration Number:	3234249	PATIENT PERSONALITY
Registration Number:	3242854	TECHNOLOGY PERSONALITY
Registration Number:	3234250	E-PERSONALITY
Registration Number:	3218572	TRAVEL & LEISURE PERSONALITY
Registration Number:	3234251	AUTO PERSONALITY
Registration Number:	3234252	NAB PERSONALITY
Registration Number:	3276822	CRUISE PERSONALITY
Registration Number:	3235031	CREDIT CARD PERSONALITY
Registration Number:	3276985	LENDING PERSONALITY
Registration Number:	3235032	BORROWING PERSONALITY
Registration Number:	3235033	INVESTMENT PERSONALITY
Registration Number:	3235034	BANKING PERSONALITY
Registration Number:	3235035	INSURANCE PERSONALITY
Registration Number:	3235036	MORTGAGE PERSONALITY
Registration Number:	3235037	VACATION PERSONALITY
Registration Number:	3235038	REAL ESTATE PERSONALITY
Registration Number:	3238261	CREDIT PERSONALITY
Registration Number:	3231311	HOME EQUITY PERSONALITY
Registration Number:	2419658	RMSG
Registration Number:	2369289	THE ROSETTA MARKETING STRATEGIES GROUP

CORRESPONDENCE DATA

Fax Number: (704)444-8847
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-343-2278
Email: ksaltrick@mcguirewoods.com
Correspondent Name: Rebecca S. Chaffin/McGuireWoods LLP
Address Line 1: 201 North Tryon Street
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	KBS / 4452178-0300 KBS-AM
NAME OF SUBMITTER:	Rebecca S. Chaffin/McGuireWoods LLP
Signature:	/Rebecca S. Chaffin/
Date:	09/20/2010

Total Attachments: 10

TRADEMARK
REEL: 004280 FRAME: 0801

source=ROSETTA Trademark Security Agreement dated 09-20-10#page1.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page2.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page3.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page4.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page5.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page6.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page7.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page8.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page9.tif
source=ROSETTA Trademark Security Agreement dated 09-20-10#page10.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of September 20, 2010 (this "Trademark Security Agreement"), is made by **ROSETTA LLC**, a Delaware limited liability company ("Rosetta"), **ROSETTA MARKETING GROUP, LLC**, a Delaware limited liability company (together with Rosetta, collectively, the "Borrowers" and each individually, a "Borrower"), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF ROSETTA AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (each a "Guarantor" and, together with the Borrowers, collectively, the "Grantors", and each individually, a "Grantor"), and in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the "Administrative Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement).

RECITALS:

A. Rosetta LLC, a Delaware limited liability company ("Rosetta"), certain of its Subsidiaries and the Administrative Agent, are party to a Security Agreement dated as of September 20, 2010 (as in effect on the date hereof, the "Security Agreement").

B. Pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all U.S. Trademarks owned by Grantor, and Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Secured Obligations.

2. **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 Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the

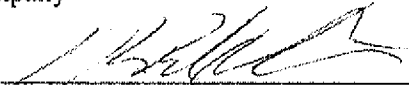
Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

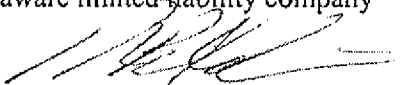
[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

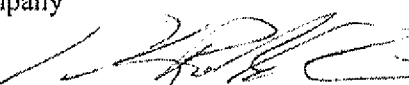
ROSETTA LLC, a Delaware limited liability company

By: 
Name: Kurt E. Holstein
Title: President


ROSETTA MARKETING GROUP, LLC, a Delaware limited liability company

By: 
Name: Kurt E. Holstein
Title: President

BRULANT, LLC, a Delaware limited liability company

By: 
Name: Kurt E. Holstein
Title: President

LS ACQUISITION SUB, LLC, a Delaware limited liability company

By: 
Name: Kurt E. Holstein
Title: President

RMSG LLC, a Delaware limited liability company

By: _____
Name: Christopher B. Kuenne
Title: Manager

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

ROSETTA LLC, a Delaware limited liability company

By: _____
Name: Kurt E. Holstein
Title: President

ROSETTA MARKETING GROUP, LLC, a Delaware limited liability company

By: _____
Name: Kurt E. Holstein
Title: President


BRULANT, LLC, a Delaware limited liability company

By: _____
Name: Kurt E. Holstein
Title: President

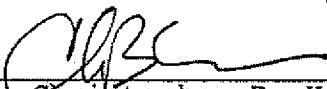
LS ACQUISITION SUB, LLC, a Delaware limited liability company

By: _____
Name: Kurt E. Holstein
Title: President

RMSG LLC, a Delaware limited liability company

By:  _____
Name: Christopher B. Kuenne
Title: Manager

**ROSETTA RELATIONSHIP MARKETING,
LLC, a Delaware limited liability company**

By: 
Name: Christopher B. Kuenne
Title: Manager

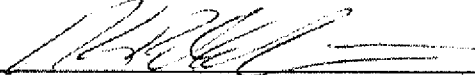
**WISHBONE, LLC, a Delaware limited liability
company**

By: _____
Name: Kurt E. Holstein
Title: Chief Operating Officer

**ROSETTA RELATIONSHIP MARKETING,
LLC, a Delaware limited liability company**

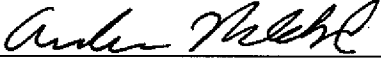
By: _____
Name: Christopher B. Kuenne
Title: Manager

**WISHBONE, LLC, a Delaware limited liability
company**

By: 
Name: Kurt E. Holstein
Title: Chief Operating Officer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Andrew Richards
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations and Trademark Applications:

Owner	Trademark	Country of Registration or Application	Application and/or Registration Number	Application/Filing and/or Registration/Issue Date(s)
Brulant, LLC	Brulant	US	App#: 676422215 Reg #: 2,695,623	Reg Date: 3/11/03
RMSG LLC	Interactive. Relevance. Results.	US	App#: 77695772 Reg#: 3,724,844	Reg Date: 12/15/09
RMSG LLC	Rosetta	US	App#: 78792515 Reg#: 3,250,961	Reg Date: 6/12/07
RMSG LLC	Rosetta Interactive	US	App#: 77591121	Filing Date: 05/10/09
RMSG LLC	Rosetta. Interactive. Relevance. Results.	US	App#: 77713582 Reg#: 3,820,290	Reg Date: 7/20/10
RMSG LLC	Whiteball	US	App#: 78713555 Reg #: 3,736,258	Reg Date: 1/2/10
RMSG LLC	Entertainment Personality	US	App#: 77619521	Filing Date: 11/21/08
RMSG LLC	Movie Personality	US	App#: 77619516	Filing Date: 11/21/08
RMSG LLC	ChoiceDrivers	US	App#: 78384145 Reg#: 3,225,547	Reg Date: 4/3/07
RMSG LLC	Personality Marketing System	US	App#: 78384151 Reg#: 3,234,246	Reg Date: 4/24/07
RMSG LLC	Segment-on-the-Fly	US	App#: 78384159 Reg#: 3,240,358	Reg Date: 5/08/07
RMSG LLC	X-Tool	US	App#: 78384167 Reg#: 3,242,853	Reg Date: 5/15/07
RMSG LLC	PERSONALITY-TRAC	US	App#: 78384187 Reg#: 3,234,247	Reg Date: 4/24/07
RMSG LLC	ROSETTA MARKETING WARE	US	App#: 78384198 Reg#: 3,237,929	Reg Date: 5/1/07
RMSG LLC	Personality	US	App#: 78384203 Reg#: 3,234,248	Reg Date: 4/24/07
RMSG LLC	Physician Personality	US	App#: 78384210 Reg#: 3,197,296	Reg Date: 1/9/07

Owner	Trademark	Country of Registration or Application	Application and/or Registration Number	Application/Filing and/or Registration/Issue Date(s)
RMSG LLC	PATIENT PERSONALITY	US	App#: 78384214 Reg#: 3,234,249	Reg Date: 4/24/07
RMSG LLC	Technology Personality	US	App#: 78384221 Reg#: 3,242,854	Reg Date: 5/15/07
RMSG LLC	E-Personality	US	App#: 78384229 Reg#: 3,234,250	Reg Date: 4/24/07
RMSG LLC	Travel & Leisure Personality	US	App#: 78384329 Reg#: 3,218,572	Reg Date: 3/13/07
RMSG LLC	Auto Personality	US	App#: 78384243 Reg#: 3,234,251	Reg Date: 4/24/07
RMSG LLC	NAB Personality	US	App#: 78384247 Reg#: 3,234,252	Reg Date: 4/24/07
RMSG LLC	CRUISE PERSONALITY	US	App#: 78615882 Reg#: 3,276,822	Reg Date: 4/24/07
RMSG LLC	CREDIT CARD PERSONALITY	US	App#: 78662734 Reg#: 3,235,031	Reg Date: 4/24/07
RMSG LLC	LENDING PERSONALITY	US	App#: 78662751 Reg#: 3,276,985	Reg Date: 8/7/07
RMSG LLC	BORROWING PERSONALITY	US	App#: 78662761 Reg#: 3,235,032	Reg Date: 4/24/07
RMSG LLC	INVESTMENT PERSONALITY	US	App#: 78662765 Reg#: 3,235,033	Reg Date: 4/24/07
RMSG LLC	BANKING PERSONALITY	US	App#: 78662772 Reg#: 3,235,034	Reg Date: 4/24/07
RMSG LLC	INSURANCE PERSONALITY	US	App#: 78662789 Reg#: 3,235,035	Reg Date: 4/24/07
RMSG LLC	MORTGAGE PERSONALITY	US	App#: 78662797 Reg#: 3,235,036	Reg Date: 4/24/07
RMSG LLC	VACATION PERSONALITY	US	App#: 78662807 Reg#: 3,235,037	Reg Date: 4/24/07
RMSG LLC	REAL ESTATE PERSONALITY	US	App#: 78662826 Reg#: 3,235,038	Reg Date: 4/24/07
RMSG LLC	CREDIT PERSONALITY	US	App#: 78662734 Reg#: 3,238,261	Reg Date: 5/01/07
RMSG LLC	HOME EQUITY PERSONALITY	US	App#: 78662844 Reg#: 3,231,311	Reg Date: 4/17/07

Owner	Trademark	Country of Registration or Application	Application and/or Registration Number	Application/Filing and/or Registration/Issue Date(s)
RMSG LLC	RMSG	US	App#: 75509563 Reg#: 2,419,658	Reg Date: 1/09/01
RMSG LLC	THE ROSETTA MARKETING STRATEGIES	US	App#: 75509562 Reg#: 2,369,289	Reg Date: 7/18/00
LS Acquisition Sub, LLC	LVL Level Studios	US	App#: 77528599	Filing Date: 7/22/08

V18137257.2