### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brown Brothers Harriman & Co.		109/20/2010	LIMITED PARTNERSHIP: NEW YORK

### RECEIVING PARTY DATA

Name:	RMSG LLC	
Street Address:	100 American Metro Boulevard	
City:	Hamilton	
State/Country:	NEW JERSEY	
Postal Code:	08619	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

### PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3225547	CHOICEDRIVERS
Registration Number:	3240358	SEGMENT-ON-THE-FLY
Registration Number:	3234247	PERSONALITY-TRAC
Registration Number:	3234249	PATIENT PERSONALITY
Registration Number:	3218572	TRAVEL & LEISURE PERSONALITY
Registration Number:	3234251	AUTO PERSONALITY
Registration Number:	3276822	CRUISE PERSONALITY
Registration Number:	3234252	NAB PERSONALITY
Registration Number:	3234250	E-PERSONALITY
Registration Number:	3242854	TECHNOLOGY PERSONALITY
Registration Number:	3197296	PHYSICIAN PERSONALITY
Registration Number:	3234248	PERSONALITY
Registration Number:	3237929	ROSETTA MARKETING WARE
Registration Number:	3242853	X-TOOL TO A DEMARK

REEL: 004281 FRAME: 0882 900172049

TRADEMARK

Registration Number:	3234246	PERSONALITY MARKETING SYSTEM	
Registration Number:	2419658	RMSG	
Registration Number:	2369289	THE ROSETTA MARKETING STRATEGIES GROUP	
Registration Number:	3250961	ROSETTA	

### **CORRESPONDENCE DATA**

Fax Number: (212)969-2900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: 1585 Broadway

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	62298-005 RMSG RELEASE
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	09/20/2010

### **Total Attachments: 5**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks is made as of September 20, 2010 by BROWN BROTHERS HARRIMAN & CO., as Agent, a New York limited partnership, with its place of business at 140 Broadway, New York, New York 10005 (the "Agent").

WHEREAS, RMSG LLC, a Delaware limited liability company (the "Grantor"), granted to the Agent a security interest in all of its trademarks and trademark applications, and the registrations thereof, all as described in that certain Trademark and Tradename Security Agreement and Mortgage, dated as of August 25, 2005, executed by the Grantor in favor of the Agent and filed and recorded in the United States Patent and Trademark Office on November 8, 2005 on Trademark Reel/Frame No. 3250/0142; and the Grant of Security Interest, dated as of April 30, 2008, filed and recorded in the United States Patent and Trademark Office on May 22, 2008 on Trademark Reel/Frame No. 3781/0755 (collectively, the "Trademark Security Agreement");

WHEREAS, the Agent acknowledges that the Secured Obligations have been paid in full and the Credit Agreement (as such term is defined in the Trademark Security Agreement) and Trademark Security Agreement are terminated and the Grantor has requested that the Agent, on behalf of itself and certain lenders (the "Lenders"), releases its interest in the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the trademarks and trademark applications more fully identified on Schedule A attached hereto and made a part hereof; the license agreements identified on Schedule B attached hereto and made a part hereof; and any new Trademark or License or benefits in any new or existing Trademark or License not otherwise identified in Schedule A or B;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby:

- 1. releases to the Grantor any and all liens, security interests, right, title and interest of Agent pursuant to the Trademark Security Agreement in the Grantor's now owned or existing and hereafter acquired or arising:
  - trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements and dilutions thereof, (c) the rights to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in

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- this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks;
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed in <a href="Schedule B">Schedule B</a>, and the right upon the occurrence and during the continuance of a Event of Default (as such term is defined in the Credit Agreement) to use the foregoing in connection with the enforcement of the Agent's and Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"); and
- (iv) rights to any new Trademark or License or benefits in any new or existing Trademark or License not otherwise identified on the Schedules to the Trademark Security Agreement.
- 2. authorizes and requests that the United States Patent and Trademark Office, and any other location where the security interest was filed note and record the existence of such release hereby given.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, BROWN BROTHERS HARRIMAN & CO., has caused this Release of Security Interest in Trademarks to be executed by its duly authorized officer as of the date first written above.

BROWN BROTHERS HABRIMAN & CO.,

a New York limited partnership, as Agent

Name: Éric C. Andren

Title: Senior Vice President

(Signature Page to Release of Security Interest in Trademarks RSMG)

## SCHEDULE A

## **Trademarks**

Mark	Registration No	Serial No.
CHOICEDRIVERS	3225547	78384145
SEGMENT-ON-THE-FLY	3240358	78384159
PERSONALITY-TRAC	3234247	78384187
PATIENT PERSONALITY	3234249	78384214
TRAVEL & LEISURE PERSONALITY	3218572	78384329
AUTO PERSONALITY	3234251	78384243
CRUISE PERSONALITY	3276822	78615882
NAB PERSONALITY	3234252	78384247
E-PERSONALITY	3234250	78384229
TECHNOLOGY PERSONALITY	3242854	78384221
PHYSICIAN PERSONALITY	3197296	78384210
PERSONALITY	3234248	78384203
ROSETTA MARKETING WARE	3237929	78384198
X-TOOL	3242853	78384167
PERSONALITY MARKETING SYSTEM	3234246	78384151
RMSG	2419658	75509563
THE ROSETTA MARKETING STRATEGIES GROUP	2369289	75509562
ROSETTA	3250961	78792515

## SCHEDULE B

# <u>Licenses</u>

None.

B-I

**RECORDED: 09/20/2010**