

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
Virgo Publishing, LLC		09/27/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	2325 Lakeview Parkway, Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85060044	VON	
Registration Number:	3805783	FOCUS ON THE FUTURE	
Registration Number:	3805701	SURGISTRATEGIES	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09611-009018		
NAME OF SUBMITTER:	Susan Lake		

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**TRADEMARK
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Signature:	/Susan Lake/
Date:	10/04/2010
Total Attachments: 6 source=Virgo TSA#page1.tif source=Virgo TSA#page2.tif source=Virgo TSA#page3.tif source=Virgo TSA#page4.tif source=Virgo TSA#page5.tif source=Virgo TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 25, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Virgo Holdings, LLC, Arlington Virgo Holdings, LLC, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses that were registered from April 1, 2010 through and including June 30, 2010, providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

VIRGO PUBLISHING, LLC
as Grantor

By: 
Name: Kelly Ridley
Title: CFO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

[VIRGO - SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004289 FRAME: 0499

IN WITNESS WHEREOF, each 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.

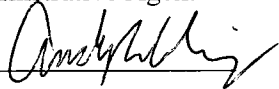
Very truly yours,

VIRGO PUBLISHING, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

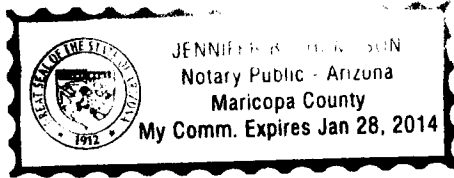
GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 

Name:
Title: **ANDY WELICKY**
Duly Authorized Signator

ACKNOWLEDGMENT OF GRANTOR

STATE OF Arizona)
COUNTY OF Maricopa) SS.



On this 27th day of September, 2010 before me personally appeared Kelly Bidley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Virgo Publishing, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Jennifer B. Thompson
Notary Public

[VIRGO - ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK
SECURITY AGREEMENT]

TRADEMARK
REEL: 004289 FRAME: 0501

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademarks

Licensed: None

Owned:

TRADEMARK & REGISTER	Serial/ Reg. No.	Date Filed/ Registered	Current Status	Owner
VON Principal Register (Int'l Cls 41)	85,060,044	6/10/10	Pending	Virgo Publishing, LLC
Focus on the Future Principal Register (Int'l Cls 35)	3,805,783	6/22/10	Registered	Virgo Publishing, LLC
SurgiStrategies Principal Register (Int'l Cls 16 & 35)	3,805,701	6/22/10	Registered	Virgo Publishing, LLC