

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
Target Media Partners Operating Company, LLC	FORMERLY Target Media Partners Operating Company (Nevada corporation)	10/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as Administrative Agent		
Street Address:	333 South Grand Avenue, Suite 940		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3760952	CYCLE FOCUS	
Registration Number:	3760962	DOWN TIME	
Registration Number:	3672460	TRADE EXPRESS	
Registration Number:	3672461	TRUCKING 2000	
Registration Number:	3574781	CLASSIFIED FLEA MARKET	
Registration Number:	3160884	TRUCKER'S CONNECTION	
Registration Number:	1605176	CLOSEOUT NEWS	
Registration Number:	1237291	QUIK QUARTER	
Serial Number:	85132662	AUTOFOCUS	
CORRESPONDENCE DATA			
Fax Number:	(213)612-2499		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	213-612-2020		

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TRADEMARK
 REEL: 004410 FRAME: 0684

Email: lpartmann@orrick.com
Correspondent Name: Ramon Galvan
Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:	1696-440/1640
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NAME OF SUBMITTER:	Ramon Galvan
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Signature:	/Ramon Galvan/
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Date:	11/05/2010
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Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, TARGET MEDIA PARTNERS OPERATING COMPANY, LLC, a Delaware limited liability company, formerly Target Media Partners Operating Company, a Nevada corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Second Amended and Restated Credit Agreement dated as of July 13, 2005 (said Second Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with Target Media Partners, a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), General Electric Capital Corporation, as Syndication Agent, and Citizens Bank of Massachusetts and WestLB AG, New York Branch, as Co-Documentation Agents, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Second Amended and Restated Pledge and Security Agreement dated as of July 13, 2005 (said Second Amended and Restated Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

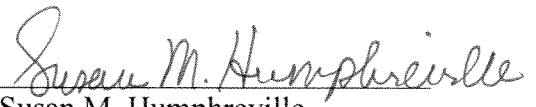
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 18th day of October, 2010.

**TARGET MEDIA PARTNERS
OPERATING COMPANY, LLC**

By: 
Susan M. Humphreville
Chief Financial Officer & Asst. Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Mark	Serial No./ Registration No.	Status
CYCLE FOCUS	77/794,365 3,760,952	Registered
DOWN TIME	77/794,507 3,760,962	Registered
TRADE EXPRESS	77/664,265 3,672,460	Registered
TRUCKING 2000	77/664,282 3,672,461	Registered
CLASSIFIED FLEA MARKET	77/346,559 3,574,781	Registered
TRUCKER'S CONNECTION	78/663,609 3,160,884	Registered
CLOSEOUT NEWS	73/811,122 1,605,176	Registered (Renewed)
QUIK QUARTER	73/381,087 1,237,291	Registered (Renewed)
AUTOFOCUS	85/132662	Pending (Application Filed 9/17/10)