

**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                         |
|--------------------------------------|----------|----------------|-------------------------------------|
| Glazer-Kennedy Insider's Circle, LLC |          | 03/01/2011     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | Roynat Business Capital, Inc., as Agent |
| Street Address: | 181 West Madison Street, Suite 3700     |
| City:           | Chicago                                 |
| State/Country:  | ILLINOIS                                |
| Postal Code:    | 60602                                   |
| Entity Type:    | CORPORATION: DELAWARE                   |

**PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark                 |
|----------------------|---------|---------------------------|
| Registration Number: | 3770773 | GLAZER-KENNEDY PUBLISHING |
| Registration Number: | 3770767 | GLAZER-KENNEDY PUBLISHING |
| Registration Number: | 3680235 | INSIDER'S CIRCLE          |
| Registration Number: | 3634666 | MAGNETIC MARKETING        |
| Registration Number: | 3293983 | NO B.S.                   |
| Registration Number: | 3874584 | PRO-PUBLISHING            |
| Registration Number: | 3840685 | RENEGADE MILLIONAIRE      |
| Registration Number: | 3827942 | THE PLACE FOR PROSPERITY  |

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa

CH \$215.00 3770773

**900185317**

**TRADEMARK  
 REEL: 004488 FRAME: 0842**

Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1954155

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 03/02/2011

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of March 1, 2011, by and between GLAZER-KENNEDY INSIDER'S CIRCLE, LLC, a Delaware limited liability company ("*Company*"), and ROYNAT BUSINESS CAPITAL, INC., a Delaware corporation ("*Roynat*"), in its capacity as agent for the Lenders (in such capacity, "*Secured Party*").

### RECITALS

A. Pursuant to that certain Credit Agreement, dated as of March 1, 2011 (as amended from time to time, the "*Credit Agreement*"), among Glazer-Kennedy Insider's Circle, LLC, a Delaware limited liability company ("*Borrower*"), Secured Party, Roynat and United Insurance Company of America, an Illinois corporation (collectively, "*Lenders*"), Lenders made a loan to Borrower (the "*Loan*"), as evidenced by Senior Secured Promissory Notes in the original aggregate principal amount of Six Million Dollars (\$6,000,000.00).

B. As a condition to Lenders entering into the Credit Agreement and making the Loan, Borrower, GKIC Intermediate Holdco, Inc., a Delaware corporation, and Glazer-Kennedy Publishers, LLC, a Delaware limited liability company, entered into that certain Security Agreement dated as of March 1, 2011 (as amended from time to time, the "*Security Agreement*").

C. Pursuant to the Security Agreement, Company is required to execute and deliver to the Secured Party 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, Company hereby agrees as follows:

#### SECTION 1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

#### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Company hereby grants to the Secured Party a continuing security interest in all of Company'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 and Trademark Licenses to which it is a party 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 each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Company against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of the Secured Party 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, Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLAZER-KENNEDY INSIDER'S CIRCLE, LLC

By   
Name: Jeffrey Sienkiewicz  
Title: Chief Operating Officer

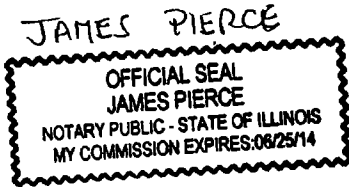
ACKNOWLEDGMENT OF COMPANY

STATE OF ILLINOIS )  
 )  
COUNTY OF KANE )

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 27<sup>th</sup> day of FEB, 2011, personally appeared before me JEFFREY STENKIEWICZ, the C.O.O., of GLAZER-KENNEDY INSIDER'S CIRCLE, LLC ("Company") to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the C.O.O. of said Company and that he has signed and delivered the same on behalf of said Company, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

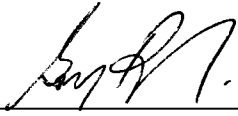
WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

James P  
Notary Public  
My commission expires: 6/25/14



ACCEPTED AND ACKNOWLEDGED BY:

ROYNAT BUSINESS CAPITAL, INC., as Agent

By:  \_\_\_\_\_

Name: Gerald Burrows

Title: Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

The following are U.S. Trademark Registrations:

| <b>Trademark</b>                        | <b>Application.<br/>No.</b> | <b>Filing<br/>Date</b> | <b>Registration<br/>No.</b> | <b>Registered</b> |
|---|-----------------------------|------------------------|-----------------------------|-------------------|
| GLAZER-KENNEDY<br>PUBLISHING            | 77/806051                   | 08/17/2009             | 3770773                     | 04/06/2010        |
| GLAZER-KENNEDY<br>PUBLISHING AND DESIGN | 77/706008                   | 08/17/2009             | 3770767                     | 04/06/2010        |
| INSIDER'S CIRCLE                        | 77/149974                   | 04/05/2007             | 3680235                     | 09/08/2009        |
| MAGNETIC MARKETING                      | 77/603207                   | 10/29/2008             | 3634666                     | 06/09/2009        |
| NO B.S.                                 | 78/902678                   | 06/07/2006             | 3293983                     | 09/18/2007        |
| PRO-PUBLISHING AND<br>DESIGN            | 77/805901                   | 08/17/2009             | 3874584                     | 11/09/2010        |
| RENEGADE MILLIONAIRE<br>AND DESIGN      | 77/914860                   | 01/19/2010             | 3840685                     | 08/31/2010        |
| THE PLACE FOR<br>PROSPERITY             | 77/902069                   | 12/29/2009             | 3827942                     | 08/03/2010        |