

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Virgo Publishing, LLC		03/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3873201	ISS	
<b>Serial Number:</b>	85193707	MOBILE HEALTHCARE TODAY	
<b>Serial Number:</b>	85173716	WEEK 4 WEEK 3 WEEK 2 WEEK 1	
<b>Serial Number:</b>	85193719	V2M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-409		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		

**CH \$115.00 3873201**

**900187521**

**TRADEMARK**  
**REEL: 004506 FRAME: 0014**

Signature:	/Oscar Ruiz/
Date:	03/25/2011
Total Attachments: 7 source=Vlrgo - TSA#page1.tif source=Vlrgo - TSA#page2.tif source=Vlrgo - TSA#page3.tif source=Vlrgo - TSA#page4.tif source=Vlrgo - TSA#page5.tif source=Vlrgo - TSA#page6.tif source=Vlrgo - TSA#page7.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2011 by VIRGO PUBLISHING, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated February 25, 2008 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor'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 Grantor 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.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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, 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.

VIRGO PUBLISHING, LLC  
as Grantor

By: [Signature]  
Name: Kelly Ridley  
Title: Executive Vice President, CFO

ACCEPTED AND ACKNOWLEDGED BY:

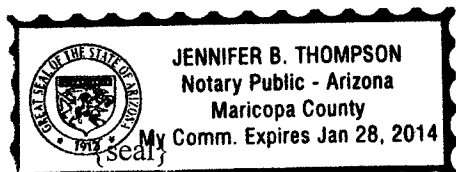
GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By: \_\_\_\_\_  
Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF ARIZONA)  
  ) ss.  
COUNTY OF MARICOPA)

On this 22th day of March, 2011 before me personally appeared Kelly Ridley, 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 she 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 she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, 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.

VIRGO PUBLISHING, LLC  
as Grantor

By: \_\_\_\_\_  
Name: Kelly Ridley  
Title: Executive Vice President, CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_  
Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

On this 22th day of March, 2011 before me personally appeared Kelly Ridley, 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 she 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 she acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

{seal}

[Signature Page to Trademark Security Agreement]

NYC01\_84512180v2

TRADEMARK  
REEL: 004506 FRAME: 0019

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK AND SERVICE MARK REGISTRATIONS**

**REGISTERED TRADEMARKS**

See Exhibit A

**TRADEMARK APPLICATIONS**

See Exhibit B

**TRADEMARK LICENSES**

None

EXHIBIT A

Registered United States Trademarks

<u>Name</u>	<u>Registration Numbers</u>	<u>Registration Date</u>
1. ISS Principal Register (Int'l Cls 16 & 39)	3,873,201	11/09/10



EXHIBIT B

Pending United States Trademark Applications

1.	Mobile Healthcare Today	85/193,707	12/08/10
2.	Vision2Mobile Principal Register (Int'l Class 35)	85/173,716	12/08/10
3.	V2M Principal Register (Int'l Class 35)	85/193,719	12/08/10