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
Publishing Business Systems, Inc.		09/29/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Golub Capital Management LLC, as Administrative Agent		
Street Address:	c/o Golub Capital Incorporated, 551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2055095	MEDIAPLUS

CORRESPONDENCE DATA

Fax Number: (312)902-1061 312.577.8034 Phone:

Email: oscar.ruiz@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-52
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	09/29/2011

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 29, 2011, by and between PUBLISHING BUSINESS SYSTEMS, INC., an Illinois corporation ("Grantor"), in favor of GOLUB CAPITAL MANAGEMENT LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent"). Grantor will not be a party hereto until the consummation of the Acquisition (as defined in the Credit Agreement, as defined below) and upon such consummation, Grantor will become a party hereto without the taking of any further action.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to:
- (a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in <u>Schedule A</u> annexed hereto;
 - (b) each Trademark license; and

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- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks rights as licensee held by Grantor under any Trademark license.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.
- 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.
- 5. The terms of Sections 6.15 ("<u>Termination</u>") and 6.16 ("<u>Release of Portions of Collateral</u>") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PUBLISHING BUSINESS SYSTEMS,

INC., an Illinois corporation

By: Matthew N. Dailey

Title: Vice President and Treasurer

Acknowledged:

GOLUB CAPITAL MANAGEMENT LLC, as Administrative Agent

Ву:	
Name:	
Title:	

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

1110i, a	n Illinois corporation
By:	
Name:	
Title:	

Acknowledged:

GOLUB CAPITAL MANAGEMENT LLC, as Administrative Agent

Name: Andrew H. Steuerman
Title: Senior Managing Director

Schedule A

$\underline{Trademarks}$

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
MediaPlus	75103651	5/13/96	2055095	4/22/97	Publishing Business
					Systems, Inc.

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RECORDED: 09/29/2011

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