

## 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		03/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85491816	INTEGRATIVE HEALTHCARE INSIDER	
Registration Number:	4019409	FOOD PRODUCT DESIGN	
Registration Number:	4016062	INFECTION CONTROL TODAY	
Registration Number:	4019410	NATURAL PRODUCTS INSIDER	
Registration Number:	4023999	V2M	
Registration Number:	4052428	CHARTER SCHOOLS INSIDER	
Registration Number:	4046902	MOBILE HEALTHCARE TODAY	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5590		
Email:	jessica.garrett@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jessica Garrett		
Address Line 1:	575 Madison Avenue		
Address Line 2:	c/o Katten Muchin Rosenman LLP		

CH \$190.00 85491816

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 207170-00409

NAME OF SUBMITTER: Jessica M. Garrett

Signature: /Jessica M. Garrett/

Date: 03/20/2012

**Total Attachments: 5**

source=Virgo - Trademark Security Agreement (Mar 2012) Executed#page1.tif

source=Virgo - Trademark Security Agreement (Mar 2012) Executed#page2.tif

source=Virgo - Trademark Security Agreement (Mar 2012) Executed#page3.tif

source=Virgo - Trademark Security Agreement (Mar 2012) Executed#page4.tif

source=Virgo - Trademark Security Agreement (Mar 2012) Executed#page5.tif

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 13, 2012, 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, providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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: Executive Vice President, CFO

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

TRADEMARK  
REEL: 004739 FRAME: 0366

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.

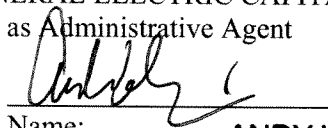
Very truly yours,

VIRGO PUBLISHING, LLC  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: **ANDY WELICKY**  
Title: **Duly Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004739 FRAME: 0367**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

**Trademarks**

**Pending United States Trademark Applications**

<b>TRADEMARK &amp; REGISTER</b>	<b>Serial/ Reg. No.</b>	<b>Date Filed/ Registered</b>	<b>Current Status</b>	<b>Owner</b>
Integrative Healthcare Insider Principal Register (Int'l Cls 35)	85,491,816	3/21/11	Pending	Virgo Publishing, LLC

**Registered United States Trademarks**

<b>TRADEMARK &amp; REGISTER</b>	<b>Serial/ Reg. No.</b>	<b>Date Filed/ Registered</b>	<b>Current Status</b>	<b>Owner</b>
Food Product Design Principal Register (Int'l Cls 41)	85/236,819 4,019,409	2/8/11 8/30/11	Registered	Virgo Publishing, LLC
Infection Control Today Principal Register (Int'l Cls 41)	85/236,794 4,016,062	2/8/11 8/23/11	Registered	Virgo Publishing, LLC
Natural Products Insider Principal Register (Int'l Cls 41)	85/236,847 4,019,410	2/8/11 8/30/11	Registered	Virgo Publishing, LLC
V2M Principal Register (Int'l Class 35)	85/193,719 4,023,999	12/8/10 9/6/11	Registered	Virgo Publishing, LLC
Charter Schools Insider Principal Register (Int'l Cls 35)	85/272,537 4,052,428	3/21/11 11/8/11	Registered	Virgo Publishing, LLC
Mobile Healthcare Today (Int'l Cls 35)	85/193,707 4,047,902	12/8/10 10/25/11	Registered	Virgo Publishing, LLC