

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
Curtco Robb Media, LLC		05/03/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	11175 Cicero Drive, Suite 600		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022-1167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3898765	FROM THE PUBLISHERS OF ROBB REPORT EXCEPTIONAL PROPERTIES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	20607-30710		
NAME OF SUBMITTER:	Dusan Clark		

Signature:	/Dusan Clark/
Date:	06/06/2012
Total Attachments: 6 source=CurtCo_ Trademark Security Agreement#page1.tif source=CurtCo_ Trademark Security Agreement#page2.tif source=CurtCo_ Trademark Security Agreement#page3.tif source=CurtCo_ Trademark Security Agreement#page4.tif source=CurtCo_ Trademark Security Agreement#page5.tif source=CurtCo_ Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2012, by CURTCO ROBB MEDIA, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, 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 Amended and Restated 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"); and

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 the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Agent, for itself and the benefit of Lenders, a Lien upon all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, business names, trade dress, service marks, logos or other source or business identifiers (whether registered or unregistered), all registrations and recording thereof, and all applications in connection therewith, including registrations, recordings and

applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any state or territory thereof, or any other country or any political subdivision thereof, including those referred to on Schedule I hereto; (ii) all reissues, extensions or renewals thereof; (iii) all goodwill of the business connected with the use of or symbolized by any of the foregoing; and (iv) all applicable IP Ancillary Rights related to the foregoing;

(b) any and all rights under any written agreement now owned or hereafter acquired by Grantor (whether registered or otherwise), including all applicable IP Ancillary Rights related to the foregoing covered by such written agreement, including those referred to on Schedule I hereto; and

(c) to the extent not otherwise included, all Proceeds and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include (y) any lease, license, contract, property right or agreement to which Grantor is a party or any of its rights or interests thereunder if the grant of such security interest shall validly constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (in the case of each of clauses (i) and (ii) of the foregoing, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity) or (z) any applications for trademarks or service marks filed in the United States Patent and Trademark Office pursuant to Section 1(b) of 15 U.S.C. §1051, unless and until evidence of such mark's use in interstate commerce is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of 15 U.S.C. §1051.

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

4. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Agent, electronic means, all of which shall be equally valid.

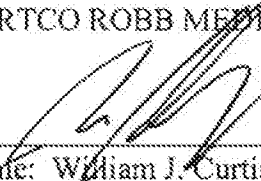
5. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK (INCLUDING §5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT

OTHERWISE WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS) SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST).


[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.

CURTCO ROBB MEDIA, LLC

By: 
Name: William J. Curtis
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Ellen D. Weaver
Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Appln No.	Appl Date	Reg No	Reg Date	Record Owner	Status
United States	FROM THE PUBLISHERS OF ROBB REPORT EXCEPTIONAL PROPERTIES	77/876855	11/19/2009	3898765	1/4/2011	CurtCo Robb Media LLC	Registered
United States	ROBB REPORT EXCEPTIONAL PROPERTIES	77/802316	8/11/2009			CurtCo Robb Media LLC	Allowed