

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
RME, LLC		07/05/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3695758	POWPAGES	
Registration Number:	3701263	RESPONSE MAIL EXPRESS	
Registration Number:	3714599	RME	
Registration Number:	2863639	SEMINAR ADVANTAGE BY RME	
Registration Number:	3714605	SEMINAR RSVP	
Registration Number:	3256421	SEMINAR SUCCESS	
Registration Number:	3048121	SEMINAR SUCCESS BY RME	
Registration Number:	2933975	SEMINAR SUCCESS BY RME	
Registration Number:	3941723	TALKING MAIL	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		

OP \$240.00 3695758

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.258
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	07/10/2012
Total Attachments: 5 source=LeadingResponse - Trademark Security Agreement#page1.tif source=LeadingResponse - Trademark Security Agreement#page2.tif source=LeadingResponse - Trademark Security Agreement#page3.tif source=LeadingResponse - Trademark Security Agreement#page4.tif source=LeadingResponse - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 5, 2012, by RME, LLC, a Florida limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, certain affiliates of Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit 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 and (to the extent provided therein) their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority 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 registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all 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 (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL 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 and (to the extent provided in the Collateral Agreement) their Affiliates,

pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[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.

RME, LLC

By: David S. Reynolds
Name: David S. Reynolds
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: _____
Name: _____
Title: _____

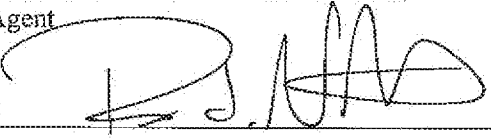
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RME, LLC

By: _____
Name: David S. Reynolds
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: _____
Title: **Peter J. Notter**
Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Grantor	Trademark Description	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
RME, LLC	POWPAGES	77/702365	3,695,758	3/30/09	10/13/2009
RME, LLC	RESPONSE MAIL EXPRESS	77/702,248	3,701,263	03/30/2009	10/27/2009
RME, LLC	RME	77/702,210	3,714,599	03/30/2009	11/24/2009
RME, LLC	SEMINAR ADVANTAGE BY RME	78/154,602	2,863,639	08/15/2002	07/13/2004
RME, LLC	SEMINAR RSVP	77/702,498	3,714,605	03/30/2009	11/24/2009
RME, LLC	SEMINAR SUCCESS	78/958,965	3,256,421	08/23/2006	06/26/2007
RME, LLC	SEMINAR SUCCESS BY RME	76/622,834	3,048,121	12/02/2004	01/24/2006
RME, LLC	SEMINAR SUCCESS BY RME & Design	78/172,702	2,933,975	10/09/2002	03/15/2005
RME, LLC	TALKING MAIL	77/905,974	3,941,723	01/06/2010	04/05/2011