

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
TALENT PARTNERS G.P.		10/24/2012	PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative Agent
Street Address:	c/o Ares Management LLC, 245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2949097	
Registration Number:	2949098	TALENT PARTNERS
Registration Number:	1750337	TALENT PARTNERS
Registration Number:	1712083	TALENT PARTNERS
Registration Number:	3395287	TRAFFIXWORKS
Registration Number:	3379057	TRAFFIXWORKS
Registration Number:	3850390	VITA

CORRESPONDENCE DATA

Fax Number: 3129939767
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

CH \$190.00 2949097

Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 043339-0003

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 10/24/2012

Total Attachments: 6

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 24, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative 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) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 24, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, General Electric Capital Corporation, as Revolver Agent, Ares Capital, as Administrative Agent for the Lenders and the L/C Issuers, and the Lenders and L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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 Borrowers 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, including, without limitation, those referred to on Schedule 1 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 or desirable actions in connection with their Trademarks 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.

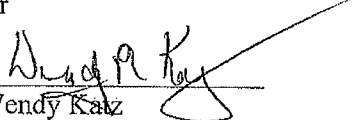
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

TALENT PARTNERS G.P.
as Grantor

By: _____



Name: Wendy Katz

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By:


Name: SCOTT LEM
Title: AUTHORIZED SIGNATORY




[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004887 FRAME: 0514

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Goods/Services Intl. Class	Status	Current Owner
Design Mark 	U.S. Federal	76492603 2/25/2004	2949097 5/10/2005	35, payroll preparation services	Registered	Talent Partners
TALENT PARTNERS  talent PARTNERS	U.S. Federal	76492604 2/25/2003	2949098 5/10/2005	35, payroll preparation services	Registered	Talent Partners
TALENT PARTNERS  TALENT PARTNERS	U.S. Federal	74095208 9/10/1990	1750337 2/2/1993	35, payroll preparation services	Registered	Talent Partners
TALENT PARTNER	U.S. Federal	74095207 9/10/1990	1712083 9/1/1992	35, payroll preparation services	Registered	Talent Partners
TRAFFIXWORKS	U.S. Federal	76634115 3/24/2005	3395287 3/11/2008	35, dissemination of advertising matter; distribution of advertisements; copyright and publicity rights licensing information clearing house and monitoring services; business services, namely, issuing instructions for the duplication and broadcast of advertisements; monitoring usage and broadcast of advertisements to track payment of residuals and royalties for others	Registered	Talent Partners G.P.

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Goods/Services Intl. Class	Status	Current Owner
TRAFFIXWORKS <i>traffixworks</i>	U.S. Federal	76634114 3/24/2005	3379057 2/5/2008	35, agencies for advertising time and space; dissemination of advertising matter; distribution of advertisements; copyright and publicity rights licensing information clearing house and monitoring services; monitoring usage and broadcast of advertisements to track payment of residuals and royalties for others	Registered	Talent Partner G.P.
VITA	U.S. Federal	77177807 5/10/2007	3850390 9/21/2010	9, computer software for use in the advertising industry, namely, for managing the creative process of broadcast production, broadcast traffic, and print and art buying, for the creation and management of supporting documents and forms, for the management of business workflow, and for the management of rights and royalties	Registered	Talent Partners G.P.
TALENT PARTNERS	Canada	067501900 2/1/1991	TMA431360 8/5/1994	35, payroll preparation services	Registered	Talent Partners

2. TRADEMARK APPLICATIONS

None.