

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
Randall-Reilly Publishing Company, LLC		10/15/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2996134	AGGREGATES MANAGER
Registration Number:	4002199	AGGREGATES MANAGER
Registration Number:	3295450	AMERICA'S TRAVELING TRUCK SHOW
Registration Number:	3899572	BESTDRIVERJOBS
Registration Number:	3866192	BESTDRIVERJOBS
Registration Number:	1136772	BETTER ROADS
Registration Number:	4071903	BIDSCOUT
Registration Number:	2650873	BIG RIG OWNER
Registration Number:	3223948	CCJ
Registration Number:	3231142	CHANGING LANES
Registration Number:	1844410	COMMERCIAL CARRIER JOURNAL
Registration Number:	1271293	COMMERCIAL CARRIER JOURNAL
Registration Number:	3224194	COMMERCIAL CARRIER UNIVERSITY
Registration Number:	2896485	COMPANY DRIVER

TRADEMARK

Registration Number:	3518620	CUSTOM RIGS
Registration Number:	3207354	DRIVING FORCE
Registration Number:	1588818	EQUIPMENT WORLD
Registration Number:	2586735	ETRUCKER
Registration Number:	3707332	ETRUCKER
Registration Number:	3404884	EVERYTHING GREAT ABOUT TRUCKING
Registration Number:	2471597	EVERYTHING TRUCKING
Registration Number:	4056928	FIT FOR THE ROAD
Registration Number:	3338621	GEARS, GUTS & GLORY
Registration Number:	3227129	GREAT AMERICAN TRUCKING FAMILY
Registration Number:	2359114	MOTOR MEDIA
Registration Number:	2783630	NATSO TRUCKERS NEWS
Registration Number:	1231069	OVERDRIVE
Registration Number:	1618038	OVERDRIVE
Registration Number:	1463441	OVERDRIVE
Registration Number:	2150325	OVERDRIVE TOP TEN COUNTDOWN
Registration Number:	1622952	OVERDRIVE TRUCKING NEWS
Registration Number:	0936648	OWNER OPERATOR
Registration Number:	2326899	PARTNERS IN BUSINESS
Registration Number:	2645150	PB
Registration Number:	1667220	PRIDE & POLISH
Registration Number:	3954028	PRO TRUCKER
Registration Number:	3539127	PROFESSIONAL TECHNICIAN
Registration Number:	4118986	PROPICKUP
Registration Number:	4118987	PROPICKUP
Registration Number:	3559057	R RANDALL REILLY
Registration Number:	3559058	RANDALL-REILLY
Registration Number:	4116250	RIGDIG
Registration Number:	3664179	ROADY THE ROAD BUILDER
Registration Number:	2671639	RPC
Registration Number:	1978560	RPM FOR TRUCKERS
Registration Number:	1306976	SUCCESSFUL DEALER
Registration Number:	3079581	THE GREAT AMERICAN TRUCKING SHOW
Registration Number:	3599651	THE GREAT WEST TRUCK SHOW
Registration Number:	3221524	THE VOICE OF THE AMERICAN TRUCKER

TRADEMARK

REEL: 005132 FRAME: 0439

	1498622	TOP BID
Registration Number:	3561076	TOP BID
Registration Number:	3292337	TOTAL LANDSCAPE CARE
Registration Number:	3287183	TRANSPORTISTA
Registration Number:	4146693	TRUCKGAUGE
Registration Number:	4265348	TRUCKING'S TOP ROOKIE
Registration Number:	2937831	TRUCKERS NEWS
Registration Number:	2456685	TRUCKSTOPS EXPRESS
Registration Number:	2484253	TRUCKSTOPS EXPRESS
Registration Number:	2394452	VOICE OF THE AMERICAN TRUCKER
Registration Number:	1482308	WHO'S WHO AMONG STUDENTS IN AMERICAN JUN
Registration Number:	1482309	WHO'S WHO AMONG STUDENTS IN AMERICAN UNI
Registration Number:	3718205	FUELSURCHARGEINDEX.ORG
Registration Number:	3274108	CAREERS IN GEAR
Serial Number:	85939059	GROWUP

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-406
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/16/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2013, 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 (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (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 15, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as 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 has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 15, 2013, in favor of Agent (and such agreement 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 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 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 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 Agent for the benefit of the Secured Parties, and grants to 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 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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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 or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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,

**RANDALL-REILLY PUBLISHING
COMPANY, LLC, as Grantor**

By: 
Name: Shane Elmore
Title: CPO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Steven J. Heise
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005132 FRAME: 0444

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Federal:

Trademark	Registration Number	Reg. Date
Aggregates Manager	2,996,134	9/13/2005
Aggregates Manager	4,002,199	7/26/2011
America's Traveling Truck Show	3,295,450	9/18/2007
BestDriverJobs	3,899,572	1/4/2011
BestDriverJobs	3,866,192	10/19/2010
Better Roads	1,136,772	6/10/1980
Bid Scout	4,071,903	12/31/2011
Big Rig Owner	2,650,873	11/12/2002
CCJ	3,223,948	4/3/2007
Changing Lanes	3,231,142	4/17/2007
Commercial Carrier Journal	1,844,410	7/12/1994
Commercial Carrier Journal	1,271,293	3/20/1984
Commercial Carrier University	3,224,194	4/3/2007
Company Driver	2,896,485	10/19/2004
Custom Rigs	3,518,620	10/14/2008
Driving Force	3,207,354	2/13/2007
Equipment World	1,588,818	3/27/1990
eTrucker	2,586,735	6/25/2002
eTrucker	3,707,332	11/10/2009
Everything Great About Trucking	3,404,884	4/1/2008
Everything Trucking	2,471,597	7/24/2001
Fit For The Road	4,056,928	11/15/2011
Gears, Guts & Glory	3,338,621	11/20/2007
Great American Trucking Family	3,227,129	4/10/2007
Motor Media	2,359,114	6/20/2000
NATSO Truckers News	2,783,630	11/18/2003
Overdrive	1,231,069	3/15/1983

Trademark	Registration Number	Reg. Date
Overdrive	1,618,038	10/16/1990
Overdrive (stylized letters)	1,463,441	11/3/1987
Overdrive Top Ten Countdown	2,150,325	4/14/1998
Overdrive Trucking News	1,622,952	11/13/1990
Owner Operator	0,936,648	6/27/1972
Partners in Business	2,326,899	3/7/2000
PB and Design	2,645,150	11/5/2002
Pride & Polish	1,667,220	12/3/1991
Pro Trucker	3,954,028	5/3/2011
Professional Technician	3,539,127	11/25/2008
ProPickup	4,118,986	3/27/2012
ProPickup	4,118,987	3/27/2012
Randall R Reilly (Design/Stylized)	3,559,057	1/6/2009
Randall-Reilly	3,559,058	1/6/2009
Rig Dig	4,116,250	3/20/2012
Roady the Road Builder	3,664,179	8/4/2009
RPC Design	2,671,639	1/7/2003
rpm for Truckers (and Design)	1,978,560	6/4/1996
Successful Dealer	1,306,976	11/27/1984
The Great American Trucking Show	3,079,581	4/11/2006
The Great West Truck Show	3,599,651	3/31/2009
The Voice of the American Trucker	3,221,524	3/27/2007
Top Bid and Design	1,498,622	8/2/1988
Top Bid	3,561,076	1/13/2009
Total Landscape Care	3,292,337	9/11/2007
Transportista	3,287,183	8/28/2007
Truck Gauge	4,146,693	5/22/2012
Trucking's Top Rookie	4,265,348	12/25/2012
Truckers News	2,937,831	4/5/2005
TruckStops Express	2,456,685	6/5/2001
TruckStops Express (and Design)	2,484,253	9/4/2001
Voice of the American Trucker	2,394,452	10/10/2000
Who's Who Among Students in American Junior Colleges	1,482,308	3/29/1988

Trademark	Registration Number	Reg. Date
Who's Who Among Students in American Universities & Colleges	1,482,309	3/29/1988
FuelSurchargeIndex.org	3,718,205	12/1/2009
CAREERS IN GEAR ¹	3,274,108	8/7/2007

State:

Mark	State	Registration Number	Registration Date
Northbrook Publishing Company	Michigan	32,401,184	4/17/1996

2. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
EDA	85-939,059	5/22/2013

3. IP LICENSES

None.

¹Careers in Gear will be an asset of Randall-Reilly Publishing Company, upon consummation of the acquisition and recordation of the assignment to Randall-Reilly Publishing Company with the Patent and Trademark Office.