

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLAZER-KENNEDY INSIDER'S CIRCLE, LLC		05/15/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CHATHAM CAPITAL MANAGEMENT IV, LLC
Street Address:	400 Galleria Parkway
Internal Address:	Suite 1950
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4190780	GKIC INSIDER'S CIRCLE
Registration Number:	3770773	GLAZER-KENNEDY PUBLISHING
Registration Number:	3770767	GLAZER-KENNEDY PUBLISHING
Registration Number:	3680235	INSIDER'S CIRCLE
Registration Number:	3634666	MAGNETIC MARKETING
Registration Number:	3293983	NO B.S.
Registration Number:	3874584	PRO-PUBLISHING
Registration Number:	3840685	RENEGADE MILLIONAIRE
Registration Number:	3827942	THE PLACE FOR PROSPERITY
Registration Number:	4440748	IMARKET
Registration Number:	4329538	IMARKET

CORRESPONDENCE DATA

Fax Number: 4048853900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4048853770

Email: andrew.regan@troutmansanders.com

Correspondent Name: ANDREW REGAN PHD

Address Line 1: 600 Peachtree St NE

TRADEMARK

Address Line 2: #5200
Address Line 4: ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER: 244840.000003

NAME OF SUBMITTER: ANDREW REGAN PH.D.

SIGNATURE: /ANDREW REGAN, PH.D. 66970/

DATE SIGNED: 06/03/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of May 15, 2014, is made by and between GLAZER-KENNEDY INSIDER'S CIRCLE, LLC, a Delaware limited liability company ("Grantor") having a business location at the address set forth below next to its signature, and CHATHAM CAPITAL MANAGEMENT IV, LLC, as Agent (the "Agent"), having a business location at the address set forth below next to its signature.

Recitals

A. Grantor is the owner of all of the Trademarks (as such term is hereinafter defined) described in Schedule A hereto.

B. Agent, GKIC Intermediate Holdco, Inc., a Delaware corporation ("Parent"), Grantor, the other Credit Parties and the Lenders named therein have entered into that certain Credit Agreement dated as of even date hereof (as the same may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), subject to the terms and conditions set forth therein. The Credit Agreement sets forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Grantor.

C. As a condition to extending credit to Grantor under the Credit Agreement, Agent has required that Grantor execute this Agreement to evidence the security interest granted to Agent (for itself as Agent and each Lender) in any Trademarks.

D. Agent and the Lenders are willing to extend credit to Grantor, but only upon the condition, among others, that Grantor execute this Agreement to evidence the security interest granted to Agent (for itself as Agent and each Lender) in any trademarks or trademark applications held by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "amendment to Allege Use" with respect thereto, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Schedule A.

"Event of Default" means an Event of Default, as defined in the Credit Agreement.

2. Security Interest. In order to secure the Obligations, Grantor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Credit Agreement, does hereby grant and create) a security interest, with power of sale to the extent permitted by law, in the Trademarks. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application.

3. Representations, Warranties and Agreements. Grantor represents and warrants that (a) Grantor owns each of the Trademarks listed in Schedule A, free and clear of any Lien other than Permitted Encumbrances, and (b) the Trademarks listed in Schedule A include all Trademarks owned by Grantor as of the effective date hereof which are registered with the United States Patent and Trademark Office.

4. Satisfaction. Upon full payment or satisfaction of the Obligations and termination of any credit facilities extended to Grantor by Agent and the Lenders, this Agreement, and the rights granted hereunder to Agent, shall be terminated upon demand by a written termination statement to the effect that Agent no longer claims a security interest under this Agreement.

5. Remedies. Upon the occurrence of an Event of Default, Agent may, at its option, exercise all rights and remedies with respect to the Trademarks available under the Credit Agreement, the Security Agreement, the UCC, or under any applicable law.

6. General Rights and Obligations. Except as expressly set forth herein, the rights and obligations of Grantor and Agent with respect to the Trademarks shall in all respects be governed by the Credit Agreement, the terms of which are incorporated as fully as if set forth at length herein.

7. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES WHICH WOULD CAUSE A CONTRARY RESULT.

8. Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Signature pages to this Agreement may be detached from multiple separate counterparts and attached to the same document and a telecopy or other electronic transmission

(including by .PDF) of any such executed signature page shall be valid as an original. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Address:

8430 W. Bryn Mawr Ave
Suite 500
Chicago, IL 60631
Attn: President

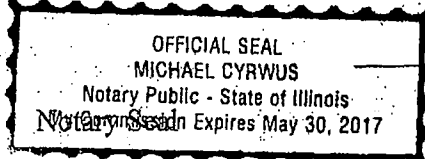
COMPANY:

GLAZER-KENNEDY INSIDER'S CIRCLE, LLC

By: *Deborah L. Billow*
Deborah L. Billow
President

STATE/Commonwealth of Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17th day of May, 2014, by Deborah L. Billow the President of Glazer-Kennedy Insider's Circle, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Michael Cyrwus, Notary Public

Michael Cyrwus
(Printed Name of Notary)


My Commission expires: May 30, 2017
Registration Number: 1657865

LENDER:

Address:

CHATHAM CAPITAL MANAGEMENT IV, LLC

400 Galleria Parkway
Suite 1950
Atlanta, GA 30339
Attn: Account Officer

By: 
Scott Kray
Managing Director

STATE/ OF GEORGIA
COUNTY OF COBB

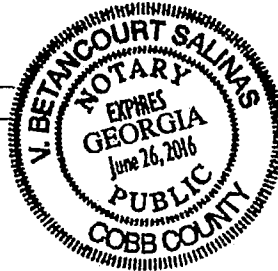
The foregoing instrument was acknowledged before me this 15 day of May, 2014, by Scott Kray, an Authorized Signatory of CHATHAM CAPITAL MANAGEMENT IV, LLC, on behalf of the limited liability company.

V. Betancourt Salinas, Notary Public

Notary Seal

V. Betancourt Salinas
(Printed Name of Notary)

My Commission expires: 6/26/2016
Registration Number: _____



[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

REGISTRATIONS

Trademark	Application No.	Filing Date	Registration No.	Registered
GKIC INSIDER's CIRCLE	85/531914	02/02/2012	4190780	08/14/2012
GLAZER-KENNEDY PUBLISHING	77/806051	08/17/2009	3770773	04/06/2010
GLAZER-KENNEDY PUBLISHING AND DESIGN	77/706008	08/17/2009	3770767	04/06/2010
INSIDER'S CIRCLE	77/149974	04/05/2007	3680235	09/08/2009
MAGNETIC MARKETING	77/603207	10/29/2008	3634666	06/09/2009
NO B.S.	78/902678	06/07/2006	3293983	09/18/2007
PRO-PUBLISHING AND DESIGN	77/805901	08/17/2009	3874584	11/09/2010
RENEGADE MILLIONAIRE AND DESIGN	77/914860	01/19/2010	3840685	08/31/2010
THE PLACE FOR PROSPERITY	77/902069	12/29/2009	3827942	08/03/2010
iMARKET	85/487276	12/05/2011	4440748	11/26/2013
iMARKET	85/978686	12/5/2011	4329538	04/30/2013

APPLICATIONS

None.