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06-16-2003

Form PTO-1594  
(Rev. 03/01)  
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T U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office



102473675

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
MM DIRECT MARKETING, INC.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 05/30/2003

2. Name and address of receiving party(ies)

Name: MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business

Financial Services Inc., as Agent

Street Address: 222 N. LaSalle Street, 16th Fl

City: Chicago State: IL Zip: 60601

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a division of a DE corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,674,855

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202 783 2700

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Penelope Johnson  
Name of Person Signing

*Penelope Johnson*  
Signature

06/12/03  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/17/2003 6TON11 00000046 2674855

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TRADEMARK  
REEL: 002754 FRAME: 0514

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of May, 2003 by MM Direct Marketing, Inc., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee, among others, are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor, certain of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MM DIRECT MARKETING, INC., a Delaware corporation

By: 

Name:

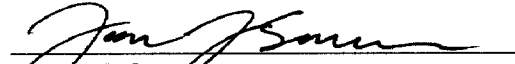
Title:

GODFRED P. OTUKEYE  
PRESIDENT AND CHIEF EXECUTIVE OFFICER

Agreed and Accepted  
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:



Jason J. Swanson

Its:

Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Town Shopper	2674855	01/14/03

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		