

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

SMG-II, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Corporation
- 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: 10/31/03

2. Name and address of receiving party(ies)

Name: LaSalle Business Credit, LLC

Internal Address: Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability 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) _____

B. Trademark Registration No.(s) 2,480,154;

2,377,363; 2,527,028; 2,606,619;

Additional number(s) attached Yes No

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

Name: Daniel A. Crowe

Internal Address: _____

Street Address: 211 N. Broadway, Suite 3600

One Metropolitan Square

City: St. Louis State: MO Zip: 63102-2750

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-4467

DO NOT USE THIS SPACE

9. Signature.

Daniel A. Crowe

Name of Person Signing



Signature

01/23/04

Date

Total number of pages including cover sheet, attachments, and document: 10

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

CH \$166.00 024467 2480154

CONTINUATION OF ITEM 4:

Trademark Registration Numbers CONT'D.	
2,527,017	2,351,627

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SMG-II, LLC, a Missouri limited liability company (the "Grantor") is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto; and

WHEREAS, LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, as agent for itself and the other Lenders, having its principal offices at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of October 31, 2003, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security

Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31st day of October, 2003.

GRANTOR:

SMG-II, LLC, a Missouri limited liability company



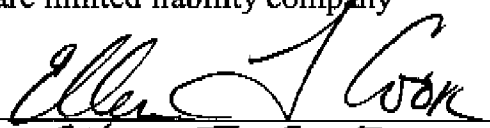
By: _____

Name: Daniel J. Kenz

Title: President and CEO

LENDER:

LASALLE BUSINESS CREDIT, LLC,
a Delaware limited liability company



By: _____

Name: Ellen T. Cook

Title: Vice President

STATE OF Missouri)
COUNTY OF St. Louis)
City

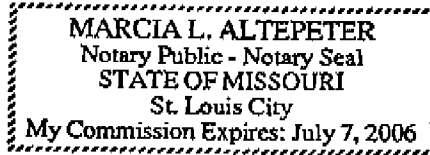
On this 31st day of October, 2003, before me personally came Denise Keagy, to me known, who, being by me duly sworn did depose and say that he is the President / CEO of SMG-II, LLC, a Missouri limited liability company, the company described in and which executed the foregoing instrument; that he knows the seal of said company; that the seal affixed to said instrument is such company seal; that it was so affixed by order of the Members said company; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Marcia Altepeter
Notary Public

My Commission Expires: 7/7/06

STATE OF Missouri)
COUNTY OF St. Louis)
City

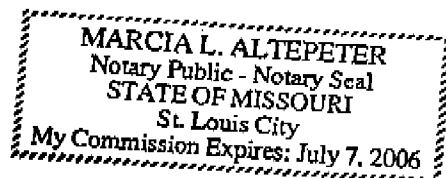


On this 31st day of October, 2003, before me personally came Allen Cook, to me known, who, being by me duly sworn did depose and say that he is the Vice President of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Marcia Altepeter
Notary Public

My Commission Expires: 7/7/06



SCHEDULE A

TRADEMARKS

Schedule 13(j)**Specific License Agreements**

1. Request for Authorization to Use Miller Brewing Company Trademark Identification dated July 19, 2002.
2. Agreement dated July 21, 2003 (unexecuted copy) with DMORT Region III.
3. NRECA Service Awards and Promotional Merchandise Program Agreement (unexecuted copy) with NRECA dated August 21, 2003.
4. NAHB – Spike Program Agreement with National Association of Home Builders executed on June 8, 1994.
5. Promotional Product eCommerce Catalog Agreement dated as of May 15, 2003 with Government Employees Insurance Company.
6. NAFCU Online Catalog Agreement dated October 31, 2001 with National Association of Federal Credit Unions.
7. Agreement dated July 12, 2002 with the Washington Times.
8. Agreement dated March 1, 2002 with American Management Systems Incorporated.
9. EV Agreement with Choice Hotels International, Inc.
10. Agreement dated August 31, 2003 with Sandy Spring Bank.
11. Chevrolet Trademark License Agreement with Proposed Term Sheet dated October 1, 2001 with Chevrolet Motor Division, General Motors Corporation (including General Motors Licensing Project Heightened Confidentiality Policy and Procedures).
12. Master Premium License Agreement with National Association for Stock Car Auto Racing, Inc. dated March 6, 2003.
13. License Agreement dated March 1, 2003 with National Hot Rod Association.
14. Agreement dated January 15, 2003 with Wells Real Estate Group.
15. Master Services Agreement with Coca-Cola Fountain dated October 10, 2002.
16. Agreement dated October 31, 2001 with Cingular.

17. Promotional Product Fulfillment Agreement dated October 1, 2002 with Best Buy Co., Inc.
18. Supplier Agreement dated January 24, 2001 with Lowe's Companies, Inc.

Schedule 13(w)

Intellectual Property

Bed and Breakfast Trademark by Resource & Development Group – U.S. Trademark Reg. No. 2,480,154

Wisdom Trademark by Resource & Development Group - U.S. Trademark Reg. No. 2,377,363

US Trademark – Miscellaneous Design – Summit Swirl - U.S. Trademark Reg. No. 2,527,028

US Trademark - Where Strategy and Results Meet - U.S. Trademark Reg. No. 2,606,619

US Trademark – You're Facing A New World. You Need A New Kind of Partner. - U.S. Trademark Reg. No. 2,527,017

Jaybird Kids & Family Marketing - U.S. Trademark Reg. No. 2,351,627

SCHEDULE B

PATENTS

NONE