

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C2Media.COM, Inc.		10/01/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	New York Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2675802	C2 MEDIA
Registration Number:	2757881	C2 MEDIA.COM
Registration Number:	2710332	I>QUEUE

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-878-8000
Email:	trademark.group@cliffordchance.com
Correspondent Name:	Melissa Scanzillo
Address Line 1:	31 West 52nd Street
Address Line 4:	New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	6539-10
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NAME OF SUBMITTER:	Melissa Scanzillo
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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of October 1, 2004 (this "Trademark Security Agreement") is entered into by and among each of the signatories hereto (referred to herein individually as "Grantor" and collectively as "Grantors"), in favor of JPMORGAN CHASE BANK, in its capacity as Administrative Agent (the "Administrative Agent"), for the ratable benefit of itself and the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantors have made and entered into that certain Credit and Guarantee Agreement, dated as of October 1, 2004 (as amended, amended and restated, supplemented, or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") with the Lenders referred to therein (the "Lenders") and the Administrative Agent, pursuant to which, among other things, the Lenders have made loans to the Borrower upon the terms and subject to the conditions specified in the Credit Agreement and the Grantors (other than the Borrower) have guaranteed the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantors have made and entered into that certain Security and Pledge Agreement, dated as of October 1, 2004 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security and Pledge Agreement"), pursuant to which the Grantors have granted, pledged, assigned and hypothecated to the Collateral Agent, for the ratable benefit of itself and the other Secured Parties, a continuing security interest in all right, title and interest of the Grantors in and to, among other things, the Trademark Collateral (as defined herein) as security for the Secured Obligations.

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

Section 1. Definitions; Interpretation.

(a) Definition of Terms Used Herein Generally. Capitalized terms not defined herein shall have the meanings set forth in the Security and Pledge Agreement. All terms defined in the NYUCC and not otherwise defined herein shall have the respective meanings accorded to them therein; provided, however, that if a term is defined in Article 9 of the NYUCC differently than in another Article of the NYUCC, the term has the meaning specified in Article 9 of the NYUCC.

(b) Rules of Interpretation. To the extent not inconsistent with the foregoing, the rules of interpretation specified in Section 1.2 of the Credit Agreement shall be applicable to this Trademark Security Agreement. References to "Sections," "Exhibits" and "Schedules" shall be to Sections, Exhibits and Schedules, respectively, of this Trademark Security Agreement unless otherwise specifically provided. All references to statutes and related regulations shall include (unless otherwise specifically provided herein) any amendments of same and any successor statutes and regulations.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations, each of the Grantors hereby assigns, transfers and conveys in each case as collateral security to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, and grants a continuing security interest in and mortgage to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, of all of such Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of such Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Trademark Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Trademark Collateral.

(b) Continuing Security Interest. Each Grantor agrees that this Trademark Security Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with the terms of the Security and Pledge Agreement.

Section 3. Supplement to Security and Pledge Agreement. This Trademark Security Agreement has been entered into in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of itself and the other Secured Parties, under the Security and Pledge Agreement or other security documents referred to therein or in the Credit Agreement. The rights and remedies of the Administrative Agent and the other Secured Parties, with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security and Pledge Agreement or any other security documents referred to therein or in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. Each Grantor jointly and severally represents and warrants to the Administrative Agent and each of the other Secured Parties, that a true and correct list of all of the existing Trademark Collateral consisting of U.S. trademarks, trademark registrations or applications owned by such Grantor, in whole or in part, is set forth in Schedule A.

Section 5. Further Acts. On a continuing basis, each Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Trademark Security Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure each Grantor's compliance with this Trademark Security Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office (the "PTO") or any applicable state office. The Administrative Agent, for the ratable benefit of itself and the other Secured Parties, may record this Trademark Security Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Trademark Collateral with the PTO, at the expense of each Grantor. In addition, each Grantor authorizes the Administrative Agent to file financing statements describing the Trademark Collateral in any Uniform Commercial Code filing office deemed appropriate by the Administrative Agent. If any Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Trademark Collateral, such Grantor shall immediately notify the Administrative Agent in a writing signed by such Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Trademark Security Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

Section 6. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting such Grantor's obligations under this Section 6, such Grantor authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

Section 7. Binding Effect. This Trademark Security Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor, the Administrative Agent, the other Secured Parties and their respective successors and assigns. Each Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security and Pledge Agreement or the Credit Agreement.

Section 8. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

Section 9. Entire Agreement; Amendment. This Trademark Security Agreement and the Security and Pledge Agreement, together with the Schedules hereto and thereto, contains the entire

agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Trademark Security Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security and Pledge Agreement. Notwithstanding the foregoing, the Administrative Agent unilaterally may re-execute this Trademark Security Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6. To the extent that any provision of this Trademark Security Agreement conflicts with any provision of the Security and Pledge Agreement, the provision giving the Administrative Agent greater rights or remedies shall govern, it being understood that the purpose of this Trademark Security Agreement is to add to, and not detract from, the rights granted to the Administrative Agent under the Security and Pledge Agreement.

Section 10. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Trademark Security Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 11. No Inconsistent Requirements. Each Grantor acknowledges that this Trademark Security Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 12. Severability. If one or more provisions contained in this Trademark Security Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Trademark Security Agreement.

Section 13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security and Pledge Agreement.

Section 14. Headings. Section headings in this Trademark Security Agreement are included herein for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Trademark Security Agreement. This Trademark Security Agreement shall not be construed against any party hereto as the drafters of this Trademark Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

C2 MEDIA.COM, INC.

By: _____

Name: David J. Manning
Title: President

C2 MEDIA LLC

By: _____

Name: David J. Manning
Title: Chief Executive Officer

C2 TECHNOLOGY, INC.

By: _____

Name: David J. Manning
Title: President

C2 MEDIA CANADA HOLDINGS LLC

By: _____

Name: David J. Manning
Title: President

KEOGH & CO.

By: _____

Name: David J. Manning
Title: President

JPMORGAN CHASE BANK, as Administrative Agent

By: 

Name: Rebecca Vogel
Title: Vice President

**Schedule A to
Trademark Security Agreement Supplement**

TRADEMARKS, SERVICE MARKS, TRADEMARK LICENSES AND TRADEMARK APPLICATIONS

**C2 Media Group, Inc.
Trademark Status Report
as of September 30, 2004**

All of the intellectual property listed on this Exhibit E is owned by C2 Media.com, Inc.

<u>Country</u>	<u>App No./Date</u>	<u>Reg No./Date</u>	<u>Mark</u>	<u>Class</u>	<u>Goods</u>	<u>Status</u>
Canada	1014812 10-May-1999	TMA566,407 Aug 26, 2002	C2 Media	42	Services: printing of print media advertising.	Registered
Canada	1066138 10-July-1999	TMA568,334 October 1, 2002	I-Queue		Printing services, computer services	Registered
Canada	1066139 10-July-2000	TMA591,265 October 1, 2003	C2 Media.com		Printing services, computer services	Registered
European Community	1166511 10-May-1999	001166511 28-June-2001	C2 Media	16; 35; 41	Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery; adhesives for stationery or household purposes; artists' materials; paint brushes; typewriters and office requisites (except furniture); instructional and teaching material (except apparatus); plastic materials for packaging (not included in other classes); playing cards; printers' type; printing blocks. advertising; business management; business administration; office functions; marketing and business consultancy and information services. printing services; printing of print media advertising; information services relating to all of the aforesaid; consultancy and advisory services.	Registered

United States of America	75/587052 12-Nov-1998	2,675,802 21-Jan-2003	C2 Media	42	Printing of print media advertising	Registered
United States of America	75/075141 20-June-2000	2,757,881 2-Sept-2003	C2media.com	42	Printing of media advertising	Registered
United States of America	75/811934 30-Sep-1999	2710332 April 29, 2003	I-QUEUE	09	Computer software for use in ordering printing services.	Registered