

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RM ACQUISITION, LLC	09/01/2011

RECEIVING PARTY DATA

Name:	PATRIARCH PARTNERS AGENCY SERVICES, LLC
Street Address:	32 Avenue of the Americas
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5419586
Patent Number:	6063227
Patent Number:	5868429
Patent Number:	7274378
Application Number:	11860285
Patent Number:	7580791
Application Number:	12546426
Application Number:	12421088
Application Number:	11784287

CORRESPONDENCE DATA

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

501686142

PATENT
REEL: 027038 FRAME: 0107

OP \$360.00 5419586

Correspondent Name: Natasha N. Reed
Address Line 1: One Battery Park Plaza
Address Line 2: Hughes Hubbard & Reed LLP
Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER:	030265-00012
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NAME OF SUBMITTER:	Natasha N. Reed
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Total Attachments: 4
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PATENT COLLATERAL SECURITY AGREEMENT

THIS PATENT COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between RM ACQUISITION, LLC, a Delaware limited liability company ("Grantor") in favor of PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the "Agent").

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the patents set forth on Schedule 1 hereof (collectively, the "Patents");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of December 6, 2007, among Grantor, as borrower thereunder, the Domestic Subsidiaries that from time to time become guarantors thereunder, the financial institutions and other investors from time to time lenders thereunder (collectively, the "Lenders"), and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor entered into the Security Agreement dated as of even date therewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including, without limitation, the Patents; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Security Agreement, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Patents and all registrations and applications for registrations of the Patents, including the registrations and applications identified on Schedule 1, together with all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and together with all of Grantor's right to sue and recover for infringement of the Patents and any and all proceeds of the foregoing, free and clear of all liens, claims, charges, security interests and other interests or encumbrances, except as permitted under the Credit Agreement.

Governing Law. This Assignment 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.

Jurisdiction and Venue. Each of the Lenders, Agent and Grantor hereby (a) agrees that any action with respect to this Assignment may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any action to enforce or defend any right under this Assignment or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Assignment and agrees that any action will be tried before a court and not before a jury.

Conflict Provision. This Assignment has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

[SIGNATURE PAGE FOLLOWS]

RM ACQUISITION, LLC

By: 

Name: Dave Muscatel

Title: Chief Executive Officer

Dated as of: September 1, 2011

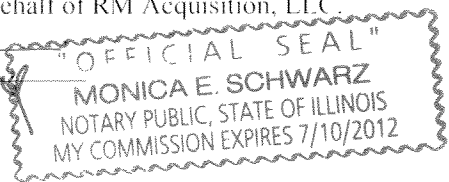
STATE OF Illinois)

ss.:

COUNTY OF Cook)

On this 1st day of September, 2011 before me personally came Dave Muscatel, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is a representative of RM Acquisition, LLC; he signed the instrument in the name of RM Acquisition, LLC; and he had the authority to sign the instrument on behalf of RM Acquisition, LLC.


Notary Public



SCHEDULE 1

PATENTS

Bound Cartographic Material	U.S. Patent #5,419,586	Issued 5/30/95
Method of Making Multidirectional, Multiple Fold Laminated Product	U.S. Patent #6,063,227	Issued 5/16/00
Multidirectional Multiple Fold Laminated Product and Method of Making	U.S. Patent #5,868,429	Issued 2/9/99
Two-Row, Multi-Section Foldable Laminated Map	U.S. Application (Design) #291069525	Filed 7/5/95
Customized Wall Map Printing System	U.S. Patent #7,274,378	Issued 9/25/07
Customized Wall Map Printing System (continuation patent)	U.S. Continuation Application #11/860,285	Filed 9/24/07
Route Evaluation System	U.S. Patent #7,580,791	Issued 8/25/09
Route Evaluation System (continuation patent)	U.S. Continuation Application #12/546,426	Filed 8/24/09
Safest Transportation Routing	U.S. Application #12/421,088	Filed 2/11/10
Customized Greeting Card Printing System	U.S. Application #11/784,287	Filed 4/6/07