

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Junior Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Special Data Processing Corporation		09/30/2004	CORPORATION: FLORIDA

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 300 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1954295	SPECIAL DATA PROCESSING, INC.
Registration Number:	2042719	NATIONAL MAGAZINE EXCHANGE
Registration Number:	1926775	NATIONAL PUBLISHERS EXCHANGE
Registration Number:	1914369	NATIONAL LIST EXCHANGE
Registration Number:	1999461	NME
Registration Number:	1973076	NPE
Registration Number:	1985495	
Registration Number:	2241994	MILLION DOLLAR "STRIKE IT RICH" SWEEPSTAKES
Serial Number:	75916027	MAGAZINE MANAGER
Registration Number:	2589815	NATIONAL PUBLISHERS EXCHANGE
Registration Number:	2570110	MMC
Registration Number:	2620909	NATIONAL LIST EXCHANGE
Registration Number:	2555999	NLE
Serial Number:	76365405	ONESWITCH

OP \$490.00 1954295

Registration Number:	2739891	
Registration Number:	2785588	
Serial Number:	76551849	LEADSPLUS!
Serial Number:	76551850	A NEW DIMENSION IN CUSTOMER ACQUISITION!
Serial Number:	75916031	PUB POINTS

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore

Address Line 1: 190 S. LaSalle St.

Address Line 2: Mayer Brown Rowe & Maw LLP

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	JR TM
NAME OF SUBMITTER:	Christopher Dore

Total Attachments: 6
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JUNIOR TRADEMARK SECURITY AGREEMENT

This JUNIOR TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Junior Lenders and the Bank Product Provider (together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Special Data Processing Corporation, a Florida corporation, as borrower ("Borrower"), the Junior Lenders and the other lenders party thereto, the Junior Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Junior Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Junior Lenders and the Bank Product Provider, that certain Junior Security Agreement dated as of September 30, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Junior Lenders and the Bank Product Provider, this Trademark Security Agreement;

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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Junior Lenders and the Bank Product Provider, a continuing security interest (subordinated in right and in all respects to the Senior Security Interest) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

In no event shall the Trademark Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest in any Excluded Asset (other than to the extent that any such provision would be rendered ineffective pursuant to Section 9-406 or 9-408 of the Code (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that each Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such Excluded Asset and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision for any reason whatsoever, the Trademark Collateral shall automatically include, and such Grantor shall be deemed to have automatically granted a security interest in, all such rights and interests as if such provision had never been in effect

3. JUNIOR SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Junior Lenders and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

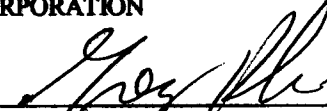
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any new trademark registration or application for registration or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGES FOLLOW]

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

SPECIAL DATA PROCESSING
CORPORATION

By: 
Name: GREG KLEIN
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., in its
capacity as Agent for the Junior Lenders

By: _____
Name: _____
Title: _____

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

**SPECIAL DATA PROCESSING
CORPORATION**

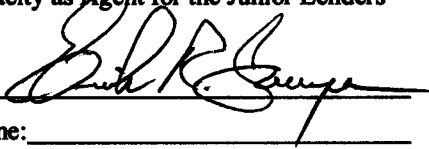
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO Foothill, INC., in its
capacity as Agent for the Junior Lenders**

By:  _____

Name: _____

Title: _____

SCHEDULE I
to
JUNIOR TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Larson Doc. No.</u>	<u>Type of IP</u>	<u>Title</u>	<u>Most Recent Action</u>	<u>Next Critical Date</u>
643.1	Federal SM	Special Data Processing, Inc. 74/552,095	Registered 02/06/96 1,954,295	Renewal due 02/06/06
643.3A	Federal SM	National Magazine Exchange 74/674,841	Registered 03/11/97 2,042,719	Renewal due 03/11/07
643.4	Federal SM (suppl.)	National Publishers Exchange 74/579,121	Registered 10/10/95 1,926,775 <i>(Supplemental)</i>	**will allow to expire - filed on Principal Register - see 643.26
643.5	Federal SM (suppl.)	National List Exchange 74/582,266	Registered 08/22/95 1,914,369 <i>(Supplemental)</i>	**will allow expire - filed on Principal Register - see 643.28
643.7	Federal SM	NME 74/694,722	Registered 09/10/96 1,999,461	Renewal due 09/10/06
643.8	Federal SM	NPE 74/694/732	Registered 05/07/96 1,973,076	Renewal due 05/07/06
643.9	Federal SM	Miscellaneous design - eagle emerging from book 74/694,733	Registered 07/09/96 1,985,495	Renewal due 07/09/06
643.12	Federal SM	Million Dollar Strike It Rich Sweepstakes 75/320,669	Registered 04/27/99 2,241,994	Sec. 8 & 15 Affidavit due 04/27/05
643.21	Federal SM	Magazine Manager 75/916,027	Notice of Allowance 04/20/04	Statement of Use/Extension of Time due before 10/19/04
643.26	Federal SM	National Publishers Exchange 76/194,852 <i>(Re-filing)</i>	Registered 07/02/02 2,589,815 <i>(Principal)</i>	Sec. 8 & 15 Affidavit due 07/01/08
643.27	Federal SM	MMC 76/316,245	Registered 05/14/02 2,570,110	Sec. 8 & 15 Affidavit due 05/13/08
643.28	Federal SM	National List Exchange 76/302,399 <i>(Re-filing)</i>	Registered 09/17/02 2,620,909 <i>(Principal)</i>	Sec. 8 & 15 Affidavit due 09/16/08
643.29	Federal SM	NLE 76/302,574	Registered 04/02/02 2,555,999	Sec. 8 & 15 Affidavit due 04/01/08

643.30	Federal SM	OneSwitch 76/365,405	Received 4 th office action dated 07/09/04	Response due before 1/20/05
643.32	Federal SM	Mailbox Logo 76/404,022	Registered 07/22/03 2,739,891	Sec. 8 & 15 Affidavit due 07/21/09
643.33	Federal SM	House Inside A Circle Logo 76/404,021	Registered 11/25/03 2,785,588	Sec. 8 & 15 Affidavit due 11/24/09
643.35	Federal SM	Leads Plus! 76/551,849	Filed 10/15/03	Awaiting further action from Examiner
643.36	Federal SM	A New Dimension in Customer Acquisition! 76/551,850	Filed 10/15/03	Awaiting further action from Examiner
		Pub Points 75/916,031	Filed 2/10/00	