

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

**Paw Print Direct Marketing, Inc.**

**2451 Lively Boulevard**

**Elk Grove Village, IL 60007**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - State **Delaware**  
 Other \_\_\_\_\_

Citizenship \_\_\_\_\_

Execution Date(s) **April 30, 2005**

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

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No

Name: **SPCP Group, LLC**

Internal Address: **First Floor**

Street Address: **2 Greenwich Plaza**

City: **Greenwich**

State: **CT**

Country: \_\_\_\_\_ Zip: **06830**

Association - Citizenship \_\_\_\_\_

General Partnership - Citizenship \_\_\_\_\_

Limited Partnership - Citizenship \_\_\_\_\_

Corporation - Citizenship \_\_\_\_\_

Other **Limited Liability Company**

Citizenship **Delaware**

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

Assignment  Merger  
 **Security Agreement**  Change of Name  
 Government Interest Assignment  
 Other \_\_\_\_\_

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

A. Trademark Application No(s).

76213125

B. Trademark Registration No(s).

2725341

2807023

2586902

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

Elaine D. Ziff, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-3000  
Fax: (212) 735-2000  
eziff@skadden.com

**6. Total number of applications and registrations involved:**

**4**

**7. Total fee (37 CFR 1.21(h) and 3.41) \$115**

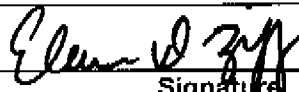
All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. **091950/1**)

**8. Payment Information**

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

**9. Signature.**



Signature

**May 31, 2005**

Date

Elaine D. Ziff

Name of Person Signing

Total number of pages including cover sheet, and documents:

**14**

CH \$115.00 192385 76213125

**CONTINUATION PAGE**

**1. Name and Address of conveying party(ies)**

Name:

**Direct Results Group, Inc.**

**2451 Lively Boulevard**

**Elk Grove Village, IL 60007**

Association – Citizenship \_\_\_\_\_

General Partnership – Citizenship \_\_\_\_\_

Limited Partnership – Citizenship \_\_\_\_\_

Corporation – Citizenship **Delaware**

Other \_\_\_\_\_

Citizenship \_\_\_\_\_

Name:

**Old BDC, Inc.**

**2451 Lively Boulevard**

**Elk Grove Village, IL 60007**

Association – Citizenship \_\_\_\_\_

General Partnership – Citizenship \_\_\_\_\_

Limited Partnership – Citizenship \_\_\_\_\_

Corporation – Citizenship **Delaware**

Other \_\_\_\_\_

Citizenship \_\_\_\_\_

**2. Name and Address of receiving party(ies)**

Name: **SummitBridge National** \_\_\_\_\_

**Investments LLC** \_\_\_\_\_

Internal Address: **Suite 2150** \_\_\_\_\_

Street Address: **1700 Lincoln Street** \_\_\_\_\_

City: **Denver** \_\_\_\_\_

State: **CO** \_\_\_\_\_

Country: \_\_\_\_\_ Zip: **80203**

Association – Citizenship \_\_\_\_\_

General Partnership – Citizenship \_\_\_\_\_

Limited Partnership – Citizenship \_\_\_\_\_

Corporation – Citizenship \_\_\_\_\_

Other **Limited Liability Company**

Citizenship **Delaware**

**EXECUTION COPY****TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of April ~~30~~ 2005, by and among Paw Print Direct Marketing, Inc., a Delaware corporation, Direct Results Group, Inc., a Delaware corporation, and Old BDC, Inc. each located at 2451 Lively Boulevard, Elk Grove Village, IL 60007 (collectively, the "Grantors"), and SPCP Group, LLC, a Delaware limited liability company ("SPCP"), located at 2 Greenwich Plaza, First Floor, Greenwich, CT 06830 and SummitBridge National Investments LLC, a Delaware limited liability company ("SummitBridge") located at 1700 Lincoln Street, Suite 2150, Denver, CO 80203, (SPCP and SummitBridge are thereafter, together, the "Agent"), for the benefit of the Agent and the other lending institutions listed on Schedule 1 to the Credit Agreement (as hereinafter defined) (collectively, the "Banks").

## WITNESSETH:

WHEREAS, Source Link Industries, Inc. (the "Borrower"), SourceLink, Inc. Fleet National Bank, the prior agent for the Banks, and the Banks, are parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of April 30, 2002, as amended by Amendment No. 1 and Forbearance Agreement dated as of May 20, 2004, Amendment No. 2 dated as of December 6, 2004, Amendment No. 3, dated as of February 15, 2005, and Amendment No. 4 dated as of April 4, 2005, said Amended and Restated Revolving Credit and Term Loan Agreement, as amended by the above-referenced Amendments and as it may be further amended, restated, supplemented or otherwise modified, in whole or in part from time to time, and without limitation as to amount, terms, conditions or covenants, being known as the "Credit Agreement"), pursuant to which the Banks, upon certain terms and conditions, have agreed to make loans to, and to issue letters of credit for the benefit of, the Borrower;

WHEREAS, the Grantors, the other grantors signatory thereto and Fleet National Bank, the prior agent for the Banks (in such capacity, "Fleet"), are parties to that certain Amended and Restated Security Agreement dated as of April 30, 2002 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which each of the Grantors, and the other grantors signatory thereto, has granted a security interest in substantially all of its assets to Fleet for the benefit of Fleet and the Banks; and

WHEREAS, the Banks have required each of the Grantors to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit

Agreement) and (ii) as a condition precedent to any additional extension of credit under the Credit Agreement;

WHEREAS, the Banks, Fleet, SPCP, and SummitBridge are parties to that certain Appointment of Successor Co-Agents, dated March 22, 2005, pursuant to which SPCP and SummitBridge replaced Fleet as Agent under the Credit Agreement and Security Agreement;

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

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each of the Grantors grants to the Agent, for the benefit of itself and the Banks, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's

business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 3, the Licenses shall not include any license agreement in effect as of the date hereof, or those that are entered into after the date hereof in the ordinary course of business, which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 3 shall be deemed to apply thereto automatically.

4. Restrictions on Future Agreements. No Grantor shall, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and each of the Grantors further agrees that, except as otherwise provided in paragraph 9 herein, no Grantor shall take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Each of the Grantors represents and warrants that, as of the date hereof, (a) the Trademarks listed on Schedule A under its name include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by such Grantor, (b) the Licenses listed on Schedule B under its name include all of the trademark license agreements and service mark license agreements (other than those trademark license agreements and service mark license agreements which by their terms prohibit the grant of security contemplated by this Agreement) under which such Grantor is a licensee or licensor, and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Agent. If, before this Agreement terminates, such Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark

license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Each of the Grantors shall notify the Agent in writing of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event at least once every calendar quarter in which one or more such events shall occur. The Agent may modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. The Agent's use of the Trademarks and Licenses as authorized hereunder in connection with its exercise of its rights and remedies under paragraph 14 or pursuant to Section 15 of the Security Agreement shall be coextensive with Grantors' rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Banks to Grantors or any other party.

7. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times and upon reasonable notice (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantors' expense) and extracts from and inspect each of the Grantor's premises and examine each of the Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of any of the Grantors' ordinary business operations. After an Event of Default occurs, the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in the exclusive and absolute judgment of the Agent or such conservator, as the case may be, may deem necessary to assure maintenance of the quality of products sold by each of the Grantors under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used, except to the extent that the imposition of such additional product quality controls upon a third party violates the provisions of any License. No Grantor (i) shall sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Agent, or (ii) shall change the quality of such products in any material respect without the Agent's prior written consent.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral

security purposes only; it creates a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations then due and owing have been paid in full and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Grantors, at Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

9. Duties of Grantors. Each of the Grantors shall, to the extent reasonable and desirable in the normal conduct of such Grantor's business: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for the registration of any unregistered trademarks or service marks as such Grantor deems appropriate. No Grantor shall abandon any Trademark or License without the Agent's prior written consent unless such abandonment is reasonable and desirable in the normal conduct of such Grantor's business. Such Grantor shall use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in or material to the operation of such Grantor's business. Such Grantor shall bear any expenses incurred in connection with the foregoing. Neither the Agent nor any of the Banks shall have any duty with respect to the Trademarks and Licenses. Without limiting the foregoing, neither the Agent nor any of the Banks shall be obligated to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent may do so if an Event of Default has occurred and is continuing, and all expenses incurred in connection therewith shall be for such Grantor's sole account and shall be added to the Obligations secured hereby.

10. The Agent's Right to Sue. If an Event of Default has occurred and is continuing, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, each of the Grantors shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Each of the Grantors shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Grantors of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantors and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No undertakings, agreements, warranties, covenants or representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by the Agent and directed to such Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Each of the Grantors irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in such Grantor's or the Agent's name, if an Event of Default has occurred and is continuing and the Agent notifies such Grantor that it intends to enforce its rights and claims against such Grantor, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Banks' best interest. Such Grantor ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations then due and owing have been paid in full and the Credit Agreement has been terminated. This Agreement is not intended to limit or restrict in any way the Agent's or the Banks' rights and remedies under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. If an Event of Default has occurred and is continuing and the Agent has elected to exercise any of its remedies under Section 9-610 of the Uniform Commercial Code with respect to the Trademarks and Licenses, each of the Grantors shall assign, convey and otherwise transfer title in and to the Trademarks and the Licenses owned by it to the Agent or any Person designated by the Agent and shall execute and deliver to the Agent or any such Person all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether



established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, each of the Grantors and the Agent expressly agree that if an Event of Default has occurred and is continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Each of the Grantors agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances. In the event of any conflict between the provisions of this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

15. Successors and Assigns. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of each of the Banks and its nominees, successors and assigns. Each of the Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for each of the Grantors; provided, however, that each of the Grantors shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS BY THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE COMMONWEALTH OF MASSACHUSETTS.**

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This 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 one and the same agreement.

20. Merger. This Agreement represents the final agreement of each of the Grantors with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, among any of the Grantors, Agent or any Bank.

IN WITNESS WHEREOF, the parties hereto have duly executed this of the day and year first above written.

**PAW PRINT DIRECT MARKETING, INC.**

By: Thomas E. Hill  
Name: Thomas E. Hill  
Title: CRO

**DIRECT RESULTS GROUP, INC.**

By: Thomas E. Hill  
Name: Thomas E. Hill  
Title: CRO

**OLD BDC, INC.**

By: Thomas E. Hill  
Name: Thomas E. Hill  
Title: CRO

**SPCP GROUP, LLC**

By:   
Name: **Jeffrey A. Gelfand**  
Title: **Chief Financial Officer**

**SUMMITBRIDGE NATIONAL  
INVESTMENTS LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SPCP GROUP, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SUMMITBRIDGE NATIONAL  
INVESTMENTS LLC**

By: \_\_\_\_\_  
Name: Constantine Dakolias  
Title: Authorized Signature

Schedule A  
to  
Trademark Security Agreement

Dated as of April 30, 2005

**Trademarks**

pt:

(List Attached)

Attachment to Schedule A  
Trademark Security Agreement

Dated April **30**, 2005

Jurisdiction	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
U.S.	BROADCAST NOW	2,725,341	6/10/2003	Old BDC, Inc.
U.S.	INDUSTRYEMAIL.COM	2,807,023	1/20/2004	Old BDC, Inc.
U.S.	IBROADCAST	2,586,902	6/25/2002	Paw Print Direct Marketing, Inc.
U.S.	IDIRECT	(76-213,125)	(2/21/2001)	Paw Print Direct Marketing, Inc.
Massachusetts	ALL MEDIA DIRECT MARKETING	55,643	3/20/1998	Direct Results Group, Inc.