

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mosaic Sales Solutions US Operating Co. LLC		04/12/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Canadian Imperial Bank of Commerce, acting through its NY Agency, as Administrative Agent
<b>Street Address:</b>	300 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2408661	EVENT-CAM
Registration Number:	1350963	TMG
Serial Number:	78848985	KNOW-IT-ALL
Serial Number:	78849001	MAVEN
Serial Number:	78861249	DO-IT-ALL
Serial Number:	77011086	GAME ON!

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 8002210770  
 Email: matthew.mayer@thomson.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1133 Avenue of the Americas  
 Address Line 2: Suite 3100

CH \$165.00 2408661

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 850991

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

04/13/2007

Total Attachments: 5

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of April 12, 2007, by MOSAIC SALES SOLUTIONS US OPERATING CO. LLC (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, ACTING THROUGH ITS NEW YORK AGENCY, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property)

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the pledge and grant of a lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

MOSAIC SALES SOLUTIONS US OPERATING  
CO., LLC

By: 


Name: Kelly Parsons

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF COMMERCE,  
ACTING THROUGH ITS NEW YORK AGENCY,  
as Administrative Agent

By:   
Name: **Gerald Girardi**  
Title: **Canadian Imperial Bank of Commerce  
Authorized Signatory**

Signature Page to Trademark Security Agreement

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Mosaic Sales Solutions US Operating Co.	2408661	EVENT-CAM
Mosaic Sales Solutions US Operating Co.	1350963	TMG

**Trademark Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>TRADEMARK</u>
Mosaic Sales Solutions US Operating Co.	78/848985	Know-It-All
Mosaic Sales Solutions US Operating Co.	78/849001	Maven
Mosaic Sales Solutions US Operating Co.	78/861249	Do-It-All
Mosaic Sales Solutions US Operating Co.	77/011086	Game On!