

09-06-2007



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Form PTO-1594 (Rev. 07/05)
OMB Collection 9651-0027 (exp. 3/30/2)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

ET

MRS
8/1/07

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

1. Name of conveying party(ies):
Creative Loafing Atlanta, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Florida
 Other _____

C. Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? Yes No

Name: BIA Digital Partners SBIC II LP
 Internal Address: Suite 200
 Street Address: 15120 Enterprise Court
 City: Chantilly
 State: Virginia
 Country: USA Zip: 0151

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment.)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) July 24, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
 A. Trademark Application No. (s)
See attached schedule

B. Trademark Registration No. (s)
See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
 Name: Dalbert U. Shefte
 Internal Address: Kennedy Covington Lobdell
6 Hickman, LLP
 Street Address: 214 North Tryon Street
Hearst Tower, 47th Floor
 City: Charlotte
 State: NC Zip: 28202
 Phone Number: (704) 331 5790
 Fax Number: (704) 353 3698
 Email Address: dwillard@kennedycovington.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers Charge
 Expiration Date _____

b. Deposit Account Number 18-1215
 Authorized User Name Dalbert U. Shefte

9. Signature: Dalbert U. Shefte 8/1/07
 Signature Date
Dalbert U. Shefte Total number of pages including cover sheet, attachments, and document: 7
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule 1TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**Trademark Registrations:**

Trademark	Registration/Serial #	Registration Date
Creative Loafing	1,421,046	05/30/1986
Creative Loafing	2,338,841	04/04/2000
Gwinnett Loaf	1,824,380	03/01/1994
Creative Loafing Ntwrk	2,178,031	08/04/1998
The Society of Creative Loafers	2,285,954	10/12/1999

Trademark Applications:

Trademark	Application/Serial #	Application Date
Creative Loafing Ntwrk	75/726110	06/10/1999

Schedule 1

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 24, 2007, by CREATIVE LOAFING ATLANTA, INC., a Florida corporation ("Grantor"), in favor of BIA DIGITAL PARTNERS SBIC II LP, as collateral Agent (in such capacity, the "Agent") for the ratable benefit of itself and the other Holders.

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement, dated as of the date hereof, by and among Grantor, the other Borrowers party thereto from time to time, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), Agent has agreed to purchase the Note from the Borrowers;

WHEREAS, Agent is willing to purchase the Note as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the other Holders, the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Subject to the terms and conditions of the Subordination Agreement, to secure the prompt and complete repayment and performance of the Obligations under the Purchase Agreement and other Note Documents, Grantor hereby grants to Agent, on behalf of itself and the other Holders, a continuing security interest in all of 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 License (as defined in the Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, renewals, revivals, amendments, alterations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products, revenues and other proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) breach of any Trademark License, and (iii) other injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the other Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark

4839-3871-3345.02

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.** Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States trademarks or applications therefore of Grantor, which become Trademarks or the subject of Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this 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 Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

GRANTOR:

CREATIVE LOAFING ATLANTA, INC.

By: Taylor Easton
Name: Taylor Easton
Title: Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida
COUNTY OF Hillsborough ss.

On this 20 day of July, 2007, before me personally appeared Taylor Easton who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, and who being duly sworn by me did depose and say that (i) he is an authorized officer of Grantor, (ii) such instrument was signed on behalf of Grantor as duly authorized by Grantor, and (iii) he or she acknowledged such instrument to be the free act and deed of Grantor.

Ranette M. Hoover
Notary Public

[Notarial Seal]

NOTARY PUBLIC-STATE OF FLORIDA
Ranette M. Hoover
Commission # DD568299
Expires: JUNE 26, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

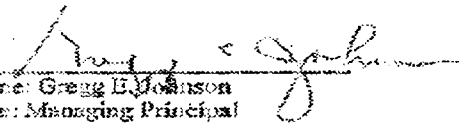
Trademark Security Agreement - Creative Loafing, Inc.

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

BIA DIGITAL PARTNERS SUBC II LP

By: BIA Digital Partners LLC
Its: General Partner

By: 
Name: Gregg E. Johnson
Title: Managing Principal

Trademark Security Agreement - Creative Learning, Inc.

Schedule ITRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**Trademark Registrations:**

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Schedule I