

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Randall-Reilly Publishing Company, LLC		05/20/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2325 Lakeview Parkway		
Internal Address:	Suite 700		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78507698	DRIVING FORCE	
Serial Number:	76336745	BIG RIG OWNER	
Serial Number:	74714929	RPM FOR TRUCKERS	
Serial Number:	76287171	HIGHWAY BOUND	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5128		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	slee@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 2:	c/o Semi Lee		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09611.009011		

CH \$115.00 78507698

NAME OF SUBMITTER:	Semi Lee
Signature:	/Semi Lee/
Date:	06/04/2008
Total Attachments: 6 source=Trademark May 20, 2008#page1.tif source=Trademark May 20, 2008#page2.tif source=Trademark May 20, 2008#page3.tif source=Trademark May 20, 2008#page4.tif source=Trademark May 20, 2008#page5.tif source=Trademark May 20, 2008#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2008 by RANDALL-REILLY PUBLISHING COMPANY, LLC, a Delaware limited liability company (“Grantor”), in favor of General Electric Capital Corporation, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the February 29, 2008 by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, (and updated as necessary) for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of February 29, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 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 License; and

(d) all products and 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 or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, 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 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.

[signature page follows]

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

RANDALL-REILLY PUBLISHING COMPANY, LLC



By: _____

Name: Shane Elmore

Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name: Philip S. Cox

Its Duly Authorized Signatory

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

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RANDALL-REILLY PUBLISHING COMPANY, LLC



By: _____

Name: Shane Elmore

Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____

Name: Philip S. Cox

Its Duly Authorized Signatory

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

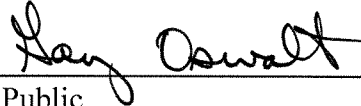
ACKNOWLEDGMENT OF GRANTOR

STATE OF Alabama)

COUNTY OF Tuscaloosa)

ss.

On this 20th day of May, 2008 before me personally appeared Shane Elmore, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Randall-Reilly Publishing Co., LLC, who being by me duly sworn did depose and say that he/she is an authorized officer or manager of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its sole manager and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public

{seal}



Commission Expires
August 18, 2008

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Driving Force (U.S. Ser./App. No. 78-507698; Registration No. 3207354);

Big Rig Owner (U.S. Ser./App. No. 76-336745; Registration No. 2650873);

rpm for Truckers (and Design) (U.S. Ser./App. No. 74-714929;
Registration No. 1978560).

rpm for Truckers (and Design) (Canadian App. No. 0824163; Registration No.
TMA489364).

HIGHWAY BOUND (U.S. Ser./App. No. 76-287171; Registration Number:
2605897)