

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
RM ACQUISITION, LLC		09/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PATRIARCH PARTNERS AGENCY SERVICES, LLC
Street Address:	32 Avenue of the Americas
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3713447	ALWAYS GETS YOU THERE
Registration Number:	1927088	BACKSEAT BOOKS
Registration Number:	3337917	BEST OF THE ROAD
Registration Number:	3743273	BOREDOM BREAKERS
Registration Number:	3850710	CAR-TAINMENT
Registration Number:	1419156	CHAMPION
Registration Number:	1090865	
Registration Number:	1436409	DIST-O-MAP
Registration Number:	1880588	EASYFINDER
Registration Number:	3450365	FABMAP
Registration Number:	3162429	GET AROUND
Registration Number:	2368142	INTELLIRROUTE
Registration Number:	2736872	INTELLIRROUTE

OP \$1065.00 3713447

Registration Number:	1723661	MAP
Registration Number:	1380168	MILEMAKER
Registration Number:	2243264	MM MILEMAKER
Registration Number:	1824264	MILEMAKER PC
Registration Number:	1361815	MILESTONES
Registration Number:	3820944	MORE ROADS - BETTER DIRECTIONS
Registration Number:	3279617	MY SCHOOL & NEIGHBORHOOD
Registration Number:	2306229	PEOPLE, SPACES & PLACES
Registration Number:	3767154	PIN YOUR JOURNEYS
Registration Number:	1387417	RAND MCNALLY
Registration Number:	3773194	RAND MCNALLY
Serial Number:	72127267	RAND MCNALLY
Registration Number:	3478250	RAND MCNALLY CLASSROOM
Registration Number:	3110052	RAND MCNALLY GEOGRAPHY BASEBALL
Registration Number:	3201306	RIDE ATLAS OF NORTH AMERICA
Registration Number:	2743657	ROAD EXPLORERS
Registration Number:	2020723	STICKER PASSPORT
Registration Number:	1248937	STREET FINDER
Registration Number:	2088115	STREETFINDER
Registration Number:	3479009	STREETFINDER WIRELESS
Registration Number:	1809093	THE THOMAS GUIDE
Registration Number:	1984986	THOMAS BROS. MAPS
Registration Number:	1694336	THOMAS BROS. MAPS
Registration Number:	1955683	
Registration Number:	2338907	TRIPMAKER
Serial Number:	85305230	TRIPMAKER
Registration Number:	2082362	TROUVETOUT
Registration Number:	2470278	TRUETRACK
Registration Number:	3902218	

CORRESPONDENCE DATA

Fax Number: (212)299-6847

Phone: 212-837-6847

Email: trademarks@hugheshubbard.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

**TRADEMARK
REEL: 004639 FRAME: 0214**

Correspondent Name: Natasha N. Reed
Address Line 1: One Battery Park Plaza
Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER: 030265-00012

NAME OF SUBMITTER: Natasha N. Reed

Signature: /Natasha N. Reed/

Date: 10/10/2011

Total Attachments: 5
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between RM ACQUISITION, LLC, a Delaware limited liability company ("Grantor") in favor of PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the "Agent").

WHEREAS, Grantor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (collectively, the "Marks");

WHEREAS, under the terms of, and as a condition precedent to the effectiveness of, that certain Credit Agreement, dated as of December 6, 2007, among Grantor, as borrower thereunder, the Domestic Subsidiaries that from time to time become guarantors thereunder, the financial institutions and other investors from time to time lenders thereunder (collectively, the "Lenders"), and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Grantor entered into the Security Agreement dated as of even date therewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Grantor pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Grantor's right, title and interest in certain collateral, including, without limitation, the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Security Agreement, to secure the due and prompt payment and performance of the Obligations, Grantor hereby pledges, assigns, hypothecates and transfers, and grants to the Agent, for itself and for the benefit of the Lenders, a continuing security interest and lien in and to the Marks and all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Grantor's right to sue and recover for infringement of the Marks and any and all proceeds of the foregoing, free and clear of all liens, claims, charges, security interests and other interests or encumbrances, except as permitted under the Credit Agreement.

Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Jurisdiction and Venue. Each of the Lenders, Agent and Grantor hereby (a) agrees that any action with respect to this Assignment may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any action to enforce or defend any right under this Assignment or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Assignment and agrees that any action will be tried before a court and not before a jury.

Conflict Provision. This Assignment has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Grantor.

[SIGNATURE PAGE FOLLOWS]

RM ACQUISITION, LLC

By: [Signature]
Name: Dave Muscatel
Title: Chief Executive Officer

Dated as of: September 1, 2011

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 1st day of September, 2011 before me personally came Dave Muscatel, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is a representative of RM Acquisition, LLC; he signed the instrument in the name of RM Acquisition, LLC; and he had the authority to sign the instrument on behalf of RM Acquisition, LLC.

[Signature]
Notary Public
"OFFICIAL SEAL"
MONICA E. SCHWARZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/10/2012

SCHEDULE 1

MARKS

Mark	Application Number	Application Date	Registration Number	Registration Date
ALWAYS GETS YOU THERE (U.S.)	78/822,114	2/23/06	3,713,447	11/17/09
BACKSEAT BOOKS (U.S.)	74,484,319	1/31/94	1,927,088	10/17/95
BEST OF THE ROAD (U.S.)	77/010,612	9/29/06	3,337,917	11/20/07
BOREDOM BREAKERS (U.S.)	77/680,097	9/22/09	3,743,273	1/26/10
CARTAINMENT (U.S.)	77/591,611	10/13/08	3,850,710	9/21/10
CHAMPION (U.S.)	73/570,328	11/25/85	1,419,156	12/2/86
Design Only (Compass and Globe) (U.S.)	73,132,323	6/29/77	1,090,865	5/9/78
DIST-O-MAP (U.S.)	73/621,135	9/22/86	1,436,409	4/14/87
EASYFINDER (U.S.)	74/482,773	1/26/94	1,880,588	2/28/95
FABMAP (U.S.)	77/104,491	2/10/07	3,450,365	6/17/08
GET AROUND (U.S.)	78/761,295	11/28/05	3,162,429	10/24/06
INTELLIROUTE (U.S.)	75/666,222	3/23/99	2,368,142	7/18/00
INTELLIROUTE (Design) (U.S.)	78/166,983	9/23/02	2,736,872	7/15/03
MAP and Design (U.S.)	74/090,536	8/23/90	1,723,661	10/13/92
MILEMAKER (U.S.)	490,954	7/23/84	1,380,168	1/28/86
MILEMAKER and Design (U.S.)	75/224,556	1/13/97	2,243,264	5/4/99
MILEMAKER PC (U.S.)	74/392,556	5/20/93	1,824,264	3/1/94
MILESTONES (U.S.)	521,433	2/11/85	1,361,815	9/24/85
MORE ROADS - BETTER DIRECTIONS (U.S.)	77/865,327	11/4/09	3,820,944	7/20/10
MY SCHOOL & NEIGHBORHOOD (Design) (U.S.)	78/832,540	3/8/06	3,279,617	8/14/07
PEOPLE, SPACES & PLACES (U.S.)	75/632,363	2/2/99	2,306,229	1/4/00
PIN YOUR JOURNEYS (U.S.)	77/805,012	8/14/09	3,767,154	3/30/10
RAND McNALLY (U.S.)	73/557,495	9/9/85	1,387,417	3/25/86

RAND McNALLY (U.S.)	77/680,106	2/27/09	3,773,194	4/6/10
RAND McNALLY (Stylized Letters) (U.S.)	72/127,267	9/5/61	734,948	7/24/62
RAND McNALLY CLASSROOM (U.S.)	78/925,850	7/10/06	3,478,250	7/29/08
RAND McNALLY GEOGRAPHY BASEBALL (U.S.)	78/342,769	12/1/03	3,110,052	6/27/06
RIDE ATLAS OF NORTH AMERICA (U.S.)	78/804,749	2/1/06	3,201,306	1/23/07
ROAD EXPLORERS (U.S.)	76/266,016	6/1/01	2,743,657	7/29/03
STICKER PASSPORT (U.S.)	75/026,634	12/1/95	2,020,723	12/3/96
STREETFINDER (U.S.)	73/369,808	6/15/82	1,248,937	8/23/83
STREETFINDER (U.S.)	74/696,955	7/3/95	2,088,115	8/12/97
STREETFINDER WIRELESS (U.S.)	77/198,026	6/15/07	3,479,009	8/5/08
THE THOMAS GUIDE (U.S.)	74/163,504	5/3/91	1,809,093	12/7/93
THOMAS BROS. MAPS (U.S.)	74/534,726	6/7/94	1,984,986	7/9/96
THOMAS BROS. MAPS (U.S.)	74/163,503	5/3/91	1,694,336	6/16/92
TRIANGLE Design (U.S.)	74/534,647	6/7/94	1,955,683	2/13/96
TRIPMAKER (U.S.)	75/008,985	10/20/95	2,338,907	4/4/00
TRIPMAKER (U.S.)	85/305,230	4/26/11		
TROUVETOUT (U.S.)	75/035,748	12/22/95	2,082,362	7/22/97
TRUETRACK (U.S.)	75/666,221	3/23/99	2,470,278	7/17/01
TRUETRACK (Design) (U.S.)	85/009,721	6/28/10	3,902,218	1/4/11