

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marketspace, LLC		10/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	225 Franklin Street		
<b>Internal Address:</b>	MA1-225-08-02		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2847994	MARKETSPACE	
<b>Registration Number:</b>	2660939	MARKETSPACE	
<b>Registration Number:</b>	3133367	MARKETSPACEU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)494-7512		
<b>Phone:</b>	2023704761		
<b>Email:</b>	tfahey@nationalcorp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Thomas Fahey		
<b>Address Line 1:</b>	1100 G Street NW Suite 420		
<b>Address Line 2:</b>	National Corporate Research		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F136358		

OP \$90.00 2847994

NAME OF SUBMITTER:	Joshua D. Hendricks
Signature:	/Joshua D. Hendricks/
Date:	10/26/2011
<b>Total Attachments: 5</b> source=Marketspace Trademark Recordation CS#page2.tif source=Marketspace Trademark Recordation CS#page3.tif source=Marketspace Trademark Recordation CS#page4.tif source=Marketspace Trademark Recordation CS#page5.tif source=Marketspace Trademark Recordation CS#page6.tif	

## U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Marketspace	2,847,994	01-Jun-2004
Marketspace	2,660,939	10-Dec-2002
Marketspaceu	3,133,367	22-Aug-2006

**TRADEMARK SECURITY AGREEMENT**

**October 25, 2011**

WHEREAS, Marketspace, LLC, a Delaware limited liability company, (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, reference is made to that certain Fourth Amended and Restated Credit Agreement, by and among Monitor Company Group Limited Partnership (the "**Borrower**"), the Banks party thereto and Bank of America, N.A., as Administrative Agent, and as acknowledged and agreed by each of the Guarantors party thereto (as amended from time to time, the "**Credit Agreement**"; unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, pursuant to (i) the Amended and Restated Security Agreement dated November 30, 2006 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Grantor and Bank of America, N.A., as agent on behalf of the Banks (as defined in the Credit Agreement and in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of the Banks a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(ii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with

the use of, or symbolized by, each trademark licensed pursuant thereto;  
and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any trademark license (including, without limitation, any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

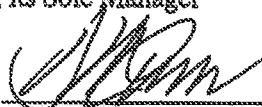
Except to the extent expressly permitted in the Security Agreement to which the Grantor is a party or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement to which the Grantor is a party. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement to which the Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date hereof.

MARKETSPACE, LLC

By: MONITOR COMPANY GROUP GP  
LLC, its Sole Manager


By:   
Name: Daniel A. Lasman  
Title: Treasurer, Chief Financial  
Officer, and Assistant Secretary

[Trademark Security Agreement]

TRADEMARK  
REEL: 004649 FRAME: 0092

Acknowledged:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: 

Name: G. Christopher Miller  
Title: Senior Vice President

*Signature Page to Trademark Security Agreement*