

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Content Marketing, LLC (successor-in-interest to McMurry, Inc. and The Magazine Group, Inc.)		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	U.S. Bank National Association, as Administrative Agent
<b>Street Address:</b>	800 Nicollet Mall
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	National Banking Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 20</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Serial Number:	85612704	RETURN ON CONTENT
Registration Number:	3385411	SMARTMOVES
Registration Number:	3336745	YOUR BEST
Registration Number:	3719183	HEALTHY BASICS
Registration Number:	3533347	GOOD HEALTH REPORT
Registration Number:	3431081	MCOM
Registration Number:	3602940	6
Registration Number:	3526148	CICERO SPEECHWRITING AWARDS
Registration Number:	3383802	MAGNUM OPUS AWARDS
Registration Number:	3494398	MANAGING PEOPLE AT WORK
Registration Number:	3486799	PUBLICATIONS MANAGEMENT
Registration Number:	3486797	COPY EDITOR
Registration Number:	3235568	CUSTOMPLUS

CH \$515.00 85612704

Registration Number:	3114750	HEALTHEDGE
Registration Number:	2243715	WISEMOVES
Registration Number:	2215486	HEALTHYMOVES
Registration Number:	2173074	THE OFFICE PROFESSIONAL
Registration Number:	1907335	SERIOUS ABOUT SMALL BUSINESS
Registration Number:	1821238	VIM & VIGOR
Registration Number:	1695029	"IDEABANK"

**CORRESPONDENCE DATA**

Fax Number: 2149813400  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 214-981-3483  
Email: dclark@sidley.com  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30470
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/21/2012

**Total Attachments: 6**  
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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 21, 2012 by and from Content Marketing, LLC, a Delaware limited liability company, as successor-in-interest to McMurry, Inc. with respect to the Trademarks (as defined below) (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, the Grantor, McMurry/TMG Group Holdings, LLC (the "Parent"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the Parent have entered into a Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee 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 other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing confirming the release of the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill

associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant 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.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

CONTENT MARKETING, LLC,  
as Grantor

By: \_\_\_\_\_

Name: Daniel M. Kortick

Title: President and Assistant Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

[Attached]

## TRADEMARK REGISTRATIONS AND APPLICATIONS

NO.	MARK <sup>1</sup>	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	RETURN ON CONTENT <sup>2</sup>	35, 41	85-612,704	04/30/2012		
2.	SMART MOVES	16, 41	78-796,826	01/23/2006	3,385,411	02/19/2008
3.	YOUR BEST <i>Stylized Letters</i>  <b>your best</b>	16	78-789,992	01/12/2006	3,336,745	11/13/2007
4.	HEALTHY BASICS	16	77-344,355	12/05/2007	3,719,183	12/01/2009
5.	GOOD HEALTH REPORT	16	77-327,974	11/13/2007	3,533,347	11/18/2008
6.	MCOM <i>Stylized Letters</i>  <b>MCOM</b>	16	77-325,755	11/09/2007	3,431,081	05/20/2008
7.	6 <i>Stylized Letters</i>  <b>6</b>	16	76-685,023	12/17/2007	3,602,940	04/07/2009
8.	CICERO SPEECHWRITING AWARDS	41	76-681,697	9/10/2007	3,526,148	11/04/2008
9.	MAGNUM OPUS AWARDS	41	76-680,059	07/30/2007	3,383,802	02/19/2008
10.	MANAGING PEOPLE AT WORK	16	76-679,581	07/16/2007	3,494,398	09/02/2008
11.	PUBLICATIONS MANAGEMENT	16	76-678,896	06/29/2007	3,486,799	08/19/2008
12.	COPY EDITOR	9, 16, 18, 21, 25	76-678,632	06/25/2007	3,486,797	08/19/2008
13.	CUSTOMPLUS	41	76-638,631	05/16/2005	3,235,568	05/01/2007
14.	HEALTHEDGE	16	76-628,263	01/18/2005	3,114,750	07/11/2006
15.	WISEMOVES <i>Stylized Letters</i>	16	75-344,223	08/20/1997	2,243,715	05/04/1999

<sup>1</sup> Assignment documentation evidencing the transfer of ownership of each mark from, except as otherwise noted, McMurry, Inc. to the Parent, and from the Parent to the Grantor is in process.

<sup>2</sup> Assignment documentation evidencing the transfer of ownership of this mark from The Magazine Group, Inc. to the Parent, and from the Parent to the Grantor is in process.

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
	<b>WiseMoves</b>					
16.	HEALTHYMOVES <i>Stylized Letters</i> <b>HealthyMoves</b>	16	75-344,222	08/20/1997	2,215,486	12/29/1998
17.	THE OFFICE PROFESSIONAL	16	75-334,284	08/01/1997	2,173,074	07/14/1998
18.	SERIOUS ABOUT SMALL BUSINESS	16, 35	75-549,932	07/15/1994	1,907,335	07/25/1995
19.	VIM & VIGOR	16	74-300,480	08/03/1992	1,821,238	02/15/1994
20.	"IDEABANK"	42	74-106,613	10/17/1990	1,695,029	06/16/1992