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
CD-ROM Technologies, Inc.		03/25/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1740 Broadway, MAC:7300-034
City:	Denver
State/Country:	COLORADO
Postal Code:	80209
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2110072	CANADA BUSINESS PHONE
Registration Number:	2211402	GEOTARGET
Registration Number:	2132390	POPPHONE
Registration Number:	2211950	POSTAL WIZARD
Registration Number:	2013407	PRO CD
Registration Number:	2151703	PRO CD INTERNET DIRECTORY
Registration Number:	1901521	PROCD
Registration Number:	2021865	PROCD
Registration Number:	2010441	SELECT PHONE
Registration Number:	2013689	SMARTFIND
Registration Number:	2102031	ZIPFIX

OP $290.00 2110072

CORRESPONDENCE DATA

Fax Number: (612)766-1623
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6127667000

Email:	trademarkmpls@faegre.com
Correspondent Name:	Faegre & Benson LLP
Address Line 1:	90 South 7th Street
Address Line 2:	2200 Wells Fargo Center
Address Line 4:	Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	301222
NAME OF SUBMITTER:	Kerry R. Thompson, Paralegal

Total Attachments: 4
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CD-ROM Technologies, Inc., a Delaware corporation (the "Grantor") with principal offices at 5711 South 86th Circle, Omaha, Nebraska 68127, hereby grants to Wells Fargo Bank, National Association, as Collateral Agent, with offices at 1740 Broadway, MAC: C7300-034, Denver, Colorado 80209 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and all damages awarded therefrom.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 25, 2004 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 25th day of March, 2004.

CD-ROM TECHNOLOGIES, INC., as Grantor

By: _____
Name: Fred Vakili
Title: Secretary

STATE OF NEBRASKA)
) ss.:
COUNTY OF Douglas)

On this 25 day of March, 2004, before me personally came _____ FRED VAKILI, who being duly sworn, did depose and say that he is Secretary of CD-ROM Technologies, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

GENERAL NOTARY-State of Nebraska
LINDA SUE BRIGGS
My Comm. Exp. March 4, 2005

Linda Sue Briggs
Notary Public

[Signature Page 1 of 2 to Grant of Security Interest in Trademarks and Patents – CD-ROM Technologies, Inc.]

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent and Grantee

By: Joseph G. Colianni
Name: Joseph G. Colianni
Title: Vice President

STATE OF MINNESOTA)
) ss.:
COUNTY OF HENNEPIN)

On this 24th day of March, 2004, before me personally came Joseph G. Colianni who, being by me duly sworn, did state as follows: that he is Vice President of Wells Fargo Bank, National Association, that he is authorized to execute the foregoing Grant on behalf of said national banking association and that he did so by authority of the Board of Directors of said national banking association.

Mary R. Shaw Wilson
Notary Public

[Signature Page 2 of 2 to Grant of Security Interest in Trademarks and Patents – CD-ROM Technologies, Inc.]

MARY R. SHAW WILSON
Notary Public
Minnesota
My Commission Expires January 31, 2005

SCHEDULE

CD-ROM TECHNOLOGIES, INC.

UNITED STATES TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
CANADA BUSINESS PHONE	2,110,072	10/28/1997
GEOTARGET	2,211,402	12/15/1998
POPPHONE	2,132,390	1/27/1998
POSTAL WIZARD	2,211,950	12/15/1998
PRO CD	2,013,407	11/5/1996
PRO CD INTERNET DIRECTORY	2,151,703	4/21/1998
PROCD	1,901,521	6/27/1995
PROCD	2,021,865	12/10/1996
SELECT PHONE	2,010,441	10/22/1996
SMARTFIND	2,013,689	11/5/1996
ZIPFIX	2,102,031	9/30/1997

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