

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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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

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

OP \$290.00 2110072

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.

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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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