

## 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
Web Clients, Inc.	Web Clients Acquisition, Inc.	05/18/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76166221	WEBCLIENTS.NET

## CORRESPONDENCE DATA

Fax Number: (202)223-2085

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-861-3900

Email: dctrademarks@piperrudnick.com

Correspondent Name: Thomas E. Zutic, Esq.

Address Line 1: 1200 Nineteenth Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-2412

ATTORNEY DOCKET NUMBER: 305792-18

NAME OF SUBMITTER: Thomas E. Zutic, Esq.

## Total Attachments: 14

source=CapitalSource#page1.tif  
source=CapitalSource#page2.tif  
source=CapitalSource#page3.tif  
source=CapitalSource#page4.tif  
source=CapitalSource#page5.tif

OP \$40.00 76166221

900008428

TRADEMARK  
REEL: 002858 FRAME: 0171

source=CapitalSource#page6.tif  
source=CapitalSource#page7.tif  
source=CapitalSource#page8.tif  
source=CapitalSource#page9.tif  
source=CapitalSource#page10.tif  
source=CapitalSource#page11.tif  
source=CapitalSource#page12.tif  
source=CapitalSource#page13.tif  
source=CapitalSource#page14.tif

**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated and effective as of May 18, 2004, by each of **WEB MARKETING HOLDINGS, INC.**, a Delaware corporation ("**Parent**"), **WEB CLIENTS ACQUISITION, INC.**, a Delaware corporation ("**Acquisition Corp.**"), **I-DEAL DIRECT INTERACTIVE, INC.**, a Pennsylvania corporation ("**I-Deal**"), **123 CLICK, INC.**, a Pennsylvania corporation ("**123**"), **BULLSEYE MEDIA, INC.**, a Pennsylvania corporation ("**Bullseye**" and together with the Parent, Acquisition Corp., I-Deal and 123, each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, and Security Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Acknowledgement in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of

the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a first priority security interest in and lien upon all of its right, title and interest in, to and upon the Collateral, including the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license;

(b) all of its Copyrights and Copyright licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright license; and

(c) all of its Patents and Patent licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent license.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WEB MARKETING HOLDINGS, INC.,**  
a Delaware corporation

By: J. Alex Hartzler (SEAL)  
J. Alex Hartzler  
Vice President and Assistant  
Secretary

**WEB CLIENTS ACQUISITION, INC.,**  
a Delaware corporation

By: J. Alex Hartzler (SEAL)  
J. Alex Hartzler  
Vice President and Assistant  
Secretary

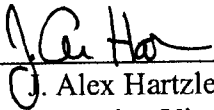
**I-DEAL DIRECT INTERACTIVE, INC.,**  
a Pennsylvania corporation

By: J. Alex Hartzler (SEAL)  
J. Alex Hartzler  
Executive Vice President and  
Secretary

**123 CLICK, INC.,**  
a Pennsylvania corporation

By: J. Alex Hartzler (SEAL)  
J. Alex Hartzler  
Executive Vice President and  
Secretary

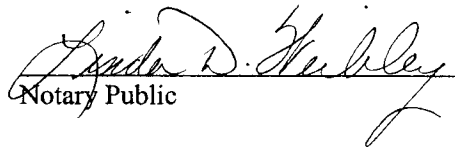
**BULLSEYE MEDIA, INC.,**  
a Pennsylvania corporation

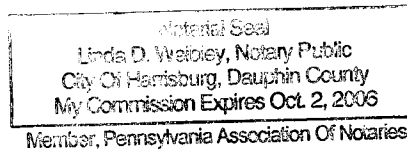
By:  (SEAL)  
J. Alex Hartzler  
Executive Vice President and  
Secretary

ACKNOWLEDGEMENT OF GRANTORS

STATE OF PENNA )  
 ) ss.  
COUNTY OF DAUPHIN )

On this 13<sup>th</sup> day of MAY, 2004 before me personally appeared J. Alex Hartzler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **WEB MARKETING HOLDINGS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

  
Notary Public



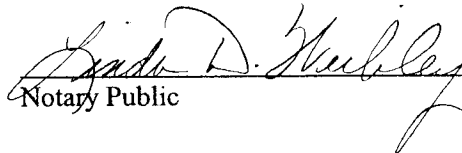
NOTARY ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN

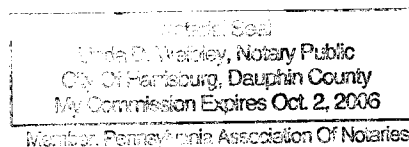
**TRADEMARK**  
**REEL: 002858 FRAME: 0177**

ACKNOWLEDGEMENT OF GRANTORS

STATE OF PENNA )  
 ) ss.  
COUNTY OF DAUPHIN )

On this 13<sup>th</sup> day of MAY, 2004 before me personally appeared J. Alex Hartzler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **WEB CLIENTS ACQUISITION, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

  
Notary Public



NOTARY ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN

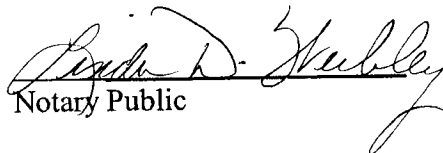
**TRADEMARK**  
**REEL: 002858 FRAME: 0178**

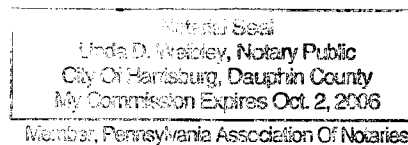


ACKNOWLEDGEMENT OF GRANTORS

STATE OF PENNA )  
 ) ss.  
COUNTY OF DAUPHIN )

On this 13<sup>th</sup> day of MAY, 2004 before me personally appeared J. Alex Hartzler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **I-DEAL DIRECT INTERACTIVE, INC.** who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

  
Notary Public

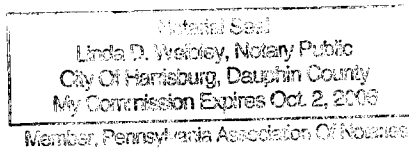


ACKNOWLEDGEMENT OF GRANTORS

STATE OF PENNA )  
 ) ss.  
COUNTY OF DAUPHIN )

On this 13<sup>th</sup> day of MAY, 2004 before me personally appeared J. Alex Hartzler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **123 CLICK, INC.** who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

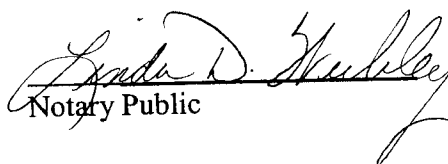
Linda D. Weisley  
Notary Public

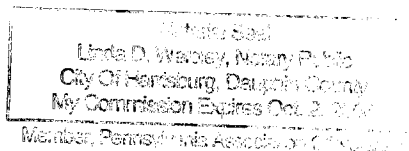


ACKNOWLEDGEMENT OF GRANTORS

STATE OF PENNA )  
 ) ss.  
COUNTY OF DAUPHIN )

On this 13<sup>th</sup> day of MAY, 2004 before me personally appeared J. Alex Hartzler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **BULLSEYE MEDIA, INC.** who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

  
Notary Public



Accepted and Agreed:

**CAPITALSOURCE FINANCE LLC**, as Secured Party

By: 

Name:

**Joseph Turitz**

Title:

**General Counsel**

SIGNATURE PAGE TO ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN

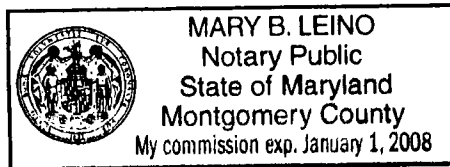
**TRADEMARK**  
**REEL: 002858 FRAME: 0182**

ACKNOWLEDGEMENT OF SECURED PARTY

STATE OF Maryland )  
 ) ss.  
COUNTY OF Montgomery )

On this 6 day of May, 2004 before me personally appeared Joseph Tunitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **CAPITALSOURCE FINANCE LLC**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

Mary B. Leino  
Notary Public



NOTARY ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN

**TRADEMARK**  
**REEL: 002858 FRAME: 0183**

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

WEBCLIENTS.NET

Serial No.: 76/166,221

Filed: November 16, 2000

With the name of Webclients.net as Applicant

C. TRADEMARK LICENSES

None.

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

C. COPYRIGHT LICENSES

None.

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

A. REGISTERED PATENT

None.

B. PATENT APPLICATIONS

None.

C. PATENT LICENSES

None.