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# 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
AC Acquisition, LLC		111/29/2004 1	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association	
Street Address:	135 South LaSalle Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	National Banking Association:	

# PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	2156052	AFFINA	
Registration Number:	2210095	AFFINA	
Registration Number:	2119445	MARKETLOCATOR	
Registration Number:	2200954	CUSTOMER ACCESS SOLUTIONS	
Registration Number:	2194997	SPEEDYMAIL	

### **CORRESPONDENCE DATA**

Fax Number: (314)480-1505

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

Phone: 314.480.1500

Email: trademark@husch.com

Correspondent Name: Husch & Eppenberger, LLC

Address Line 1: 190 Carondelet Plaza

Address Line 2: Suite 600

Address Line 4: St. Louis, MISSOURI 63105

TRADEMARK
REEL: 003125 FRAME: 0133

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NAME OF SUBMITTER:	Mitzi G. Cherry
Signature:	/Mitzi G. Cherry/
Date:	07/21/2005
Total Attachments: 4 source=SecurityAgreement034#page1.tif source=SecurityAgreement035#page1.tif source=SecurityAgreement036#page1.tif source=SecurityAgreement037#page1.tif	

TRADEMARK REEL: 003125 FRAME: 0134

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 29th day of November, 2004, by AC ACQUISITION LLC, a Delaware limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

### RECITALS

- A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.
- B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Bank, this Agreement.
- C. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Bank, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- each trademark license, including, without limitation, each trademark license listed on <u>Schedule 1</u> annexed hereto, together with all goodwill associated therewith; and
- all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <a href="Schedule 1">Schedule 1</a> annexed hereto, any trademark issued pursuant to a trademark application referred to in <a href="Schedule 1">Schedule 1</a> and any trademark licensed under any trademark license listed on <a href="Schedule 1">Schedule 1</a> annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

TRADEMARK REEL: 003125 FRAME: 0135 This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AC ACQUISITION LLC

 $\begin{array}{ccc}
\text{By:} & \neg V \mid \alpha_{1} \\
\text{Title:} & C \neq 0
\end{array}$ 

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,

as Bank

By:\_

Title: FIRST DICE PRESIDENT

Signature Page to Trademark Security
Agreement

TRADEMARK REEL: 003125 FRAME: 0137

# SCHEDULE 1

to

# TRADEMARK SECURITY AGREEMENT

# **Trademarks, Trademark Applications and Trademark Licenses**

Word Mark	Trademark Application Number	Trademark Registration Number	Filing Date	Issue Date
Affina – words, letters or numbers in typed form	75090122	2156052	03/28/1996	05/12/1998
Affina – words, letters or numbers and design	75210570	2210095	11/26/1996	12/15/1998
Marketlocator – words, letters or numbers in typed form	75176003	2119445	09/23/1996	12/09/1997
Customer Access Solutions – words, letters or numbers in typed form	75218167	2200954	12/13/1996	11/03/1998
Speedymail – words, letters or numbers in typed form	75274789	2194997	04/15/1997	10/13/1998

TRADEMARK REEL: 003125 FRAME: 0138

RECORDED: 07/21/2005