

08-15-2005



**RECORDATION
TRADE**

103061478

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Innovation Interactive LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Technology Investment Capital,
Internal _____ Corp.

Address: _____

Street Address: 8 Sound Shore Drive

City: Suite 255
Greenwich

State: CT

Country: _____ Zip: 06830

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Maryland

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 1, 2005

- Assignment
- Security Agreement
- Other Amended and Restated Security Agreement
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78396943

B. Trademark Registration No.(s)
2753090

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

EXACT ADVERTISING & DESIGN
RAWHIDE SEARCH SOLUTIONS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stanton J. Lovenworth, Esq.

Internal Address: _____

Street Address: Dewey Ballantine LLP
1301 Avenue of the Americas

City: New York

State: New York Zip: 10019

Phone Number: 212-259-6420

Fax Number: 212-259-6333

Email Address: slovenworth@dbllp.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers N/A
Expiration Date _____

b. Deposit Account Number N/A

Authorized User Name _____

9. Signature:

Stanton J. Lovenworth
Signature

8/9/05
Date

Stanton J. Lovenworth

Total number of pages including cover sheet, attachments, and document: 15

08/12/2005 DIVINE 00000011 78396943

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop As4/PTO/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

250.00 DP

Continuation of Item 1 to the Recordation Form Cover Sheet - Trademarks Only
List of Additional Assignor Names, Entity Types and Citizenships

1.
Exact Advertising LLC
A Delaware Limited Liability Company

2.
360I LLC
A Delaware Limited Liability Company

3.
Exact Search, Inc.
A Delaware Corporation

Continuation of Item 4 to the Recordation Form Cover Sheet - Trademarks Only
List of Additional Trademark Applications and Registrations

A.

78397010
78397104

B.

2601247
2576352
2504755
2649013
2627724
2592217
2596752

C.

Applications:

BRAINFOX & Design
EXACT SEARCH & Design

Registrations:

SEARCH PARTNER ALLIANCE
SEARCH BOSS
TRAFFIC BOSS
STRATEGYBOSS
WEBYAH YOU ARE HERE & Design
RAWHIDE INTERNET SERVICES
TRAFFIC MART

Amended and Restated Trademark Security Agreement

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2005 (this "Agreement"), is by and among the parties identified as "Grantors" on the signature pages hereto and such other parties as may become Grantors hereunder after the date hereof (individually a "Grantor", and collectively the "Grantors") and Technology Investment Capital Corp. (the "Purchaser").

WHEREAS, it was a condition precedent to the Purchaser's purchase of the Securities that each Grantor execute and deliver to the Purchaser a Trademark Security Agreement, dated as of November 24, 2004 (the "Existing Trademark Security Agreement"); and

WHEREAS, the parties to the Existing Trademark Agreement desire to amend and restate in its entirety the Existing Trademark Security Agreement.

Grantors and Purchaser hereby agree as follows:

SECTION 1.

Definitions; Interpretation.

(a) Terms Defined in Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Trademark Office" means the United States Patent & Trademark Office.

"Purchase Agreement" means that certain Amended and Restated Note and Warrant Purchase Agreement, dated as of the date hereof, by and among Innovation Interactive LLC (f/k/a eXact Advertising, LLC), a Delaware limited liability company, 360i LLC (f/k/a First Click Media Services, LLC), a Delaware limited liability company, Exact Search, Inc., a Delaware corporation, eXact Advertising LLC, a newly formed Delaware limited liability company, and the Purchaser, as it may modified, supplemented and amended from time to time.

SECTION 2.

Security Interest

To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Purchaser, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Purchaser's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Collateral"), whether now owned or existing or hereafter created or acquired:

(a) Each trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof (each a "Trademark"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) All products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

SECTION 3

Supplement to Security Agreement

This Agreement has been entered into in conjunction with the security interests granted to Purchaser under the Security Agreement, and other security documents referred to therein. The rights and remedies of the Purchaser with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4

Representations and Warranties

Each Grantor represents and warrants to Purchaser that:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons, except for Permitted Liens.

(b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(c) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

SECTION 5

Further Acts

Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, Grantor shall not, without the prior written consent of Purchaser, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark (except as permitted under the Transaction Documents), and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Purchaser under this Agreement.

SECTION 6

Purchaser's Right to Sue

After an Event of Default occurs and while it continues, Purchaser shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Purchaser shall commence any such suit, Grantor shall, at the request of Purchaser, do any and all lawful acts and execute any and all proper documents reasonably required by Purchaser in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Purchaser for all reasonable costs and expenses incurred by Purchaser in the exercise of its rights under this Section 7.

SECTION 7

Cumulative Remedies; Power of Attorney

Purchaser hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Purchaser upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Purchaser as Purchaser may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (a) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Purchaser in the use of the Trademarks or (b) take any other actions with respect to the Trademarks as Purchaser deems to be in the best interest of Purchaser, or (c) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorneys shall lawfully do or cause to be done after the occurrence and during the continuance of an Event of Default by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Purchase Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Purchaser of the Trademarks after the occurrence and during the continuance of an Event of Default shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Purchaser to Grantor.

SECTION 8

Binding Effect

This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor, Purchaser and their respective successors and assigns. No Grantor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Purchase Agreement.

SECTION 9

Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of New York.

SECTION 10

Entire Agreement; Amendment

No amendment of any provision of this Agreement shall be effective unless it is in writing and signed by the Grantors and the Purchaser, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantors therefrom, shall be effective unless it is in writing and signed by the Purchaser, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the foregoing, (a) additional Persons may become Grantors under this Agreement without consent of any other Grantor through execution and delivery to the Purchaser of an Assumption Agreement in the form of Annex 1 hereto or any other form of supplement acceptable to the Purchaser, and (b) Purchaser unilaterally may modify, amend or supplement the Schedules hereto, and such modified, amended or supplemented Schedules shall be deemed to be accurate absent manifest error. To the extent that any provision of this Agreement conflicts with any provision of the Purchase Agreement, the provision giving Purchaser greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Purchaser under the Purchase Agreement. Nothing in this Section 10 shall be construed to permit any Grantor to form a Subsidiary unless expressly permitted to do so under the Purchase Agreement.

SECTION 11

Counterparts

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12.

Termination

Upon the indefeasible payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Purchaser (at the Grantors' expense) shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by the Grantors as shall be necessary to evidence termination of all such security interests given by the Grantors to Purchaser hereunder, including cancellation of this Agreement by written notice from Purchaser to the Trademark Office.

SECTION 13

No Inconsistent Requirements

Each Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14

Severability

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15

Notices

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

INNOVATION INTERACTIVE LLC

By: [Signature]
Name:
Title:

EXACT ADVERTISING LLC

By: [Signature]
Name:
Title:

360I LLC

By: [Signature]
Name:
Title:

EXACT SEARCH, INC.

By: [Signature]
Name:
Title:

PURCHASER:

Technology Investment Capital Corp.

By: _____
Name: Saul B. Rosenthal
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

INNOVATION INTERACTIVE LLC

By: _____
Name:
Title:

EXACT ADVERTISING LLC

By: _____
Name:
Title:

360I LLC

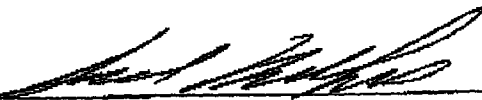
By: _____
Name:
Title:

EXACT SEARCH, INC

By: _____
Name:
Title:

PURCHASER:

Technology Investment Capital Corp.

By: 
Name: Saul B. Rosenthal
Title: President

[Signature Page to Amended and Restated Trademark Security Agreement]

SCHEDULE A
to the Amended and Restated Trademark Security Agreement

Grantors: Innovation Interactive LLC, 360i LLC, eXact Advertising LLC, and Exact Search, Inc.

TRADEMARK REGISTRATIONS

Trademarks owned by Grantors:

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
1. "Rawhide Search Solutions" with one (1) Typed Drawing	2,753,090	8/19/03
2. "Search Partner Alliance" with one (1) Typed Drawing	2,601,247	7/30/02
3. "Search Boss" with one (1) Typed Drawing	2,576,352	6/4/02
4. "Traffic Boss" with one (1) Typed Drawing	2,504,755	11/6/01
5. "StrategyBoss" with one (1) Typed Drawing	2,649,013	11/12/02
6. "Webyah You are Here" with three (3) Design Plus Words, Letters, and/or Numbers	2,627,724	10/1/02
7. "Rawhide Internet Services" with one (1) Typed Drawing	2,592,217	7/9/02
8. "Traffic Mart" with one (1) Typed Drawing	2,596,752	7/23/02

SCHEDULE B
to the Amended and Restated Trademark Security Agreement

Grantors: Innovation Interactive LLC, 360i LLC, eXact Advertising LLC, and Exact Search, Inc.

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
1. EXACT ADVERTISING, Class 35: Advertising Services, namely providing information services for a wide variety of topics, and referrals to web sites that provide a wide variety of information about products and services via a global communications network.	78396943	April 6, 2004
2. BRAINFOX, Class 42: Computer Services, namely providing software interfaces available over a global network in order to extract and retrieve information and data mining by means of a global computer network, including delivering contextually relevant advertising, indexes of web sites and indexes of other information sources in connection with a global communications network; providing information from databases, including text, electronic documents, graphics, audio and visual information by means of a global communications network.	78397010	April 6, 2004
3. EXACT SEARCH, Class 42: Computer Services, namely providing software interfaces available over a global network in order to extract and retrieve information and data mining by means of a global computer network, including delivering contextually relevant advertising, indexes of web sites and indexes of other information sources in connection with a global communications network; providing information from databases, including text, electronic documents, graphics, audio and visual information by means of a global communications network.	78397104	April 6, 2004

ASSUMPTION AGREEMENT, dated as of _____, 200___, made by _____ (the "Additional Grantor"), in favor of Technology Investment Capital Corp. (the "Purchaser") under the Amended and Restated Note and Warrant Purchase Agreement dated as of July 1, 2005 (as it may be amended, supplemented or restated from time to time, the "Purchase Agreement") by and among Innovation Interactive LLC (the "Borrower"), 360i LLC, as Guarantor, Exact Search, Inc., as Guarantor, and eXact Advertising LLC, as Guarantor, and the Purchaser. All capitalized terms not defined herein shall have the meaning ascribed to them in such Purchase Agreement.

WITNESSETH:

WHEREAS, in connection with the Purchase Agreement, the Borrower, among other parties, has entered into the Amended and Restated Trademark Security Agreement dated as of July 1, 2005 (as it may be amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") in favor of the Purchaser; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Trademark Security Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Trademark Security Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 10 of the Trademark Security Agreement, hereby becomes a party to the Trademark Security Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder.

2. Representations and Warranties Concerning Grantor's Legal Status. The Additional Grantor has previously delivered to the Purchaser a certificate signed by the Additional Grantor and entitled "Perfection Certificate" (the "Perfection Certificate"). The Additional Grantor represents and warrants to the Purchaser as follows: (a) the Additional Grantor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (b) the Additional Grantor is an organization of the type and organized in the jurisdiction set forth in the Perfection Certificate, (c) the Perfection Certificate accurately sets forth the Additional Grantor's organizational identification number or accurately states that the Additional Grantor has none, (d) the Perfection Certificate accurately sets forth the Additional Grantor's place of business or, if more than one, its chief executive office as well as the Additional Grantor's mailing address if different (e) all other information set forth on the Perfection Certificate

pertaining to the Grantor is accurate and complete including but not limited to information pertaining to trademarks and (f) each of the representations and warranties contained in the Transaction Documents relating to the Additional Grantor are true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

3. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. WITHOUT IN ANY WAY LIMITING THE PRECEDING CHOICE OF LAW, THE UNDERSIGNED (AND BY ITS ACCEPTANCE HEREOF, THE PURCHASER) ELECTS TO BE GOVERNED BY NEW YORK LAW IN ACCORDANCE WITH, AND ARE RELYING (AT LEAST IN PART) ON SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, AS AMENDED, OR ANY CORRESPONDING OR SUCCEEDING PROVISIONS THEREOF

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

Continuation of Item 1 to the Recordation Form Cover Sheet - Trademarks Only
List of Additional Assignor Names, Entity Types and Citizenships

1.
Exact Advertising LLC
A Delaware Limited Liability Company

2.
360I LLC
A Delaware Limited Liability Company

3.
Exact Search, Inc.
A Delaware Corporation

Continuation of Item 4 to the Recordation Form Cover Sheet - Trademarks Only
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