

**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
Mediaspan Group, Inc.		12/31/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3303 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	bank:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2937942	AD GRABBER
Registration Number:	2918656	NEWSEDT
Registration Number:	2794373	TRANSPORTER
Registration Number:	2794372	WIREMANAGER
Registration Number:	2806477	WEBJAZ
Registration Number:	2794388	NEWSMAKER
Registration Number:	2806478	NEWSJAZ

**CORRESPONDENCE DATA**

Fax Number: (404)527-4198  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mlaip@mckennalong.com  
 Correspondent Name: Patricia Rogers  
 Address Line 1: 303 Peachtree Street, N.E.  
 Address Line 2: Suite 5300  
 Address Line 4: Atlanta, GEORGIA 30308

**CH \$190.00 2937942**

ATTORNEY DOCKET NUMBER:	9875.0004
NAME OF SUBMITTER:	Patricia Rogers
Signature:	/progers/
Date:	01/03/2006
Total Attachments: 7 source=SA - SVB & Mediaspan#page1.tif source=SA - SVB & Mediaspan#page2.tif source=SA - SVB & Mediaspan#page3.tif source=SA - SVB & Mediaspan#page4.tif source=SA - SVB & Mediaspan#page5.tif source=SA - SVB & Mediaspan#page6.tif source=SA - SVB & Mediaspan#page7.tif	

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

BORROWER:

**MEDIASPAN GROUP, INC.**

By William H. Owen  
Name: WILLIAM H. OWEN  
Title: SECRETARY

BANK:

**SILICON VALLEY BANK**

By Dan Allen  
Name: DANIEL G. ALLEN  
Title: DEAL TEAM LEADER

(d) The following is a list of all of the Company's patents which are pending with the United States Patent Office. (Please include name of the patent and a copy of the application.):

(e) The following is a list of all of the Company's registered trademarks. (Please include name of the trademark and a copy of the registration.):

(f) The following is a list of all material licenses to which Company is a party that prohibits or otherwise restricts Company from granting a security interest in Company's interest in such license or agreement or any other property:

8. Litigation. The Company is not subject to litigation which would have a material adverse effect on the Company's financial condition, except the following (attach additional comments, if needed):

The undersigned hereby acknowledges and agrees that the Bank is relying on the representations and warranties made herein in connection with a loan transaction or transactions to be entered into between the undersigned and the Bank.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2005.

MEDIASPAN GROUP, INC.

By: William H. Owen

Name: WILLIAM H. OWEN

Title: SECRETARY

ATLANTA:4782211.1

**TRADEMARK**  
**REEL: 003219 FRAME: 0409**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated as of the Effective Date, is between SILICON VALLEY BANK ("Bank") and MEDIASPAN GROUP, INC. ("Grantor").

RECITALS

- A. Bank will make Advances to Grantor as defined in the Amended and Restated Loan and Security Agreement (the "Loan Agreement") of even date herewith between Grantor and Bank, but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, and Patent.
- B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all of Grantor's Collateral.
- C. Terms not otherwise defined herein shall be as defined in the Loan Agreement.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its presently existing and later acquired Intellectual Property (as defined below). "Intellectual Property" shall mean: (a) Copyrights, Trademarks and Patents (as defined below), including amendments, renewals, extensions, and all licenses, or other rights to use and all license fees and royalties from the use; (b) any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held; (c) all design rights which may be available to Grantor now or later created, acquired or held; (d) any claims for damages (past, present or future) for infringement of any of the rights above; with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and (e) all proceeds and products of the foregoing, including all insurance, indemnity or warranty payments. "Copyrights" shall mean all copyright rights, applications or registrations and like protections in each work of authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created acquired or held, and including, without limitation, those Copyrights listed on **Exhibit A** hereto. "Patents" shall mean patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including, without limitation those Patents listed on **Exhibit B** hereto. "Trademarks" shall mean trademark and servicemark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of an assignor or owner connected with such trademarks, and including, without limitation, those Trademarks listed on **Exhibit C** hereto.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, or the Loan Agreement, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

**BANK:**

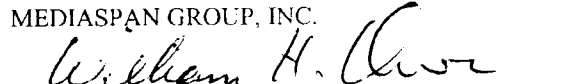
SILICON VALLEY BANK

  
(Signature)

DEAL TEAM LEADER  
(Title)

**GRANTOR:**

MEDIASPAN GROUP, INC.

  
(Signature)

SECRETARY  
(Title)

SILICON VALLEY BANK

PRO FORMA INVOICE FOR LOAN CHARGES

BORROWER: MEDIASPAN GROUP, INC.  
LOAN OFFICER: Dan Allred  
DATE: December 21, 2005

<b>Bank Fees</b>	
Facility Fees	\$20,000.00
<b>Outside Legal Counsel Fees:</b>	
Documentation Fee	\$3,270.00
UCC/Judgment Searches (updates)	\$481.00
UCC Amendments	\$81.00
IP Filing Fees (7 new TMs)	\$190.00
<u>LESS</u> Good Faith Deposit	(\$10,000.00)
<b>TOTAL FEE CURRENTLY DUE</b>	<b>\$14,022.00</b>

Please indicate the method of payment:

- A check for the total amount is attached.
- Debit DDA # 3300291700 for the total amount.
- Loan proceeds

William H. Olson \_\_\_\_\_  
Borrower (Date)

Dan Allred \_\_\_\_\_  
Silicon Valley Bank (Date)  
Account Officer's Signature

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

Description

Application  
Number

Application  
Date

None

ATLANTA:4610727.1

**TRADEMARK**  
**REEL: 003219 FRAME: 0413**



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
AD GRABBER	2937942	April 5, 2005
NEWEEDIT	2918656	January 18, 2005
TRANSPORTER	2794373	December 16, 2003
WIREMANAGER	2794372	December 16, 2003
WEBJAZ	2806477	January 20, 2004
NEWSMAKER	2794388	December 16, 2003
JAZBOX	2479673	August 21, 2001
ADPOWER	2480243	August 21, 2001
CASH	1628147	December 18, 1990 (renewed 12/18/2000)
FAMILY SHOEBOX	2343742	April 18, 2000
COMMUNITY PUBLISHING SYSTEM	2456520	May 29, 2001
MEDIASPAN	2860726	October 15, 2001
MEDIASPAN	2860727	October 15, 2001
NEWSJAZ	2806478	January 20, 2004

ATLANTA:4610727.1