

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Acknowledgment of Intellectual Property Collateral Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovation ADS Inc.		09/29/2006	CORPORATION: NEW YORK
On Target Media Holdings, Inc.		09/29/2006	CORPORATION: DELAWARE
Direct Response Media, Inc.	FORMERLY f/k/a On Target Media, Inc.	09/29/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2620796	MEDIATRAK

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-1121
 Email: trademarks@bellboyd.com
 Correspondent Name: Bell, Boyd & Lloyd LLC
 Address Line 1: P.O. Box 1135
 Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-21
NAME OF SUBMITTER:	Doug Hatlestad

CH \$40.00 2620796

Signature:	/doug hatlestad/
Date:	10/12/2006
Total Attachments: 8 source=amended and restated ack#page1.tif source=amended and restated ack#page2.tif source=amended and restated ack#page3.tif source=amended and restated ack#page4.tif source=amended and restated ack#page5.tif source=amended and restated ack#page6.tif source=amended and restated ack#page7.tif source=amended and restated ack#page8.tif	

**AMENDED AND RESTATED ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **AMENDED AND RESTATED ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "**Acknowledgement**"), dated as of September 29, 2006, is made by **DIRECT RESPONSE MEDIA, INC. f/k/a ON TARGET MEDIA, INC.**, a Delaware corporation ("**DRM**"), **INNOVATION ADS INC.**, a New York corporation ("**Innovation Ads**"), **ON TARGET MEDIA HOLDINGS, INC.**, a Delaware corporation ("**Holdings**") (**DRM, Innovation Ads and Holdings** are each sometimes referred to herein individually as a "**Grantor**" and collectively as the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**").

RECITALS:

A. **DRM, Holdings, Agent and the Lenders party thereto entered into that certain Credit Agreement dated as of February 27, 2006 (the "Original Credit Agreement"), pursuant and subject to the terms and conditions of which the Lenders party thereto agreed to make loans and other financial accommodations to DRM.**

B. **In connection with the Original Credit Agreement, DRM and Holdings entered into a Acknowledgement of Intellectual Property Collateral Lien dated as of February 27, 2006 (the "Original IP Acknowledgment") with the Agent and the Lenders party thereto.**

C. **The Credit Parties have requested that the Lenders agree to permit Innovation Ads to join with DRM into the Original Credit Agreement as a Borrower thereunder, and, among other things, to increase the credit facilities provided pursuant to the Original Credit Agreement by \$19,000,000.**

D. **Agent and Lenders have agreed to the foregoing requests of the Credit Parties subject to the terms and conditions of that certain Amended and Restated Credit Agreement of even date herewith (such Amended and Restated Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement"), which amends and restates the Original Credit Agreement in its entirety.**

E. **As a condition precedent to Agent and Lenders entering into the Credit Agreement, and making Loans to, and incurring Letter of Credit Obligations on behalf of, the Borrowers, Grantors are required to enter into this amended and restated Acknowledgement of Intellectual Property Collateral Lien to secure the payment and performance of each Grantor's obligations, liabilities and indebtedness arising under the Loan Documents to which such Grantor is a party.**

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree that the Original IP Acknowledgment is amended and restated in its entirety as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not 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 acknowledgment 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.

2. **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 the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit 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 Credit 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 Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

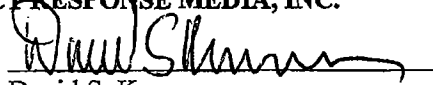
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IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

DIRECT RESPONSE MEDIA, INC.

By:

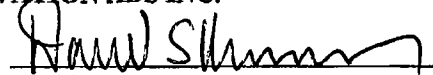


David S. Kramer

Vice President & Assistant Secretary

INNOVATION ADS INC.

By:

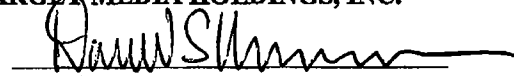


David S. Kramer

Vice President & Assistant Secretary

ON TARGET MEDIA HOLDINGS, INC.

By:



David S. Kramer

Vice President & Assistant Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____

Its: _____

Title: _____

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

GRANTORS:

DIRECT RESPONSE MEDIA, INC.

By: _____
David S. Kramer
Vice President & Assistant Secretary

INNOVATION ADS INC.

By: _____
David S. Kramer
Vice President & Assistant Secretary

ON TARGET MEDIA HOLDINGS, INC.

By: _____
David S. Kramer
Vice President & Assistant Secretary

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Its: _____ John N. Toufanian
Title: _____ Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

DIRECT RESPONSE MEDIA, INC.

STATE OF Pa)
COUNTY OF Chester)) ss:

On this 28th day of September, 2006 before me personally appeared David S. Korman proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DIRECT RESPONSE MEDIA, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Joan S. Barnhart
Notary Public
My Commission Expires:

ACKNOWLEDGEMENT OF GRANTOR

INNOVATION ADS INC.

STATE OF Pa)
COUNTY OF Chester)) ss:

On this 28th day of September, 2006 before me personally appeared David S. Korman proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INNOVATION ADS INC., a New York corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Joan S. Barnhart
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joan S. Barnhart, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Mar. 12, 2008
Member Pennsylvania Association Of Notaries

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joan S. Barnhart, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Mar. 12, 2008
Member Pennsylvania Association Of Notaries

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

TRADEMARKS:

Country	Serial No.	Filed	Mark	Reg. No.
US	76/284915	2001-07-21	MEDIATRAK	2620796

•Common Law Trademarks held by Direct Response Media, Inc:



measurablydifferent.



SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None registered, only Advertisements and Web Site content.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.