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
Instant Web, Inc.		11/03/2006	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	CVC Capital Funding, LLC, as Second Lien Agent
Street Address:	399 Park Avenue, 14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10043
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2965127	DIRECT MAIL LIKE NO ONE ELSE
Registration Number:	2980993	IWCO DIRECT DIRECT MAIL LIKE NO ONE ELSE
Registration Number:	1461856	ENVELETTER
Serial Number:	78946499	PRECISION POST
Serial Number:	78946469	IWCO DIRECT
Serial Number:	78946439	DIRECT MARKETING LIKE NO ONE ELSE
Serial Number:	78946507	PRECISION POST
Serial Number:	78946427	DIRECT MARKETING LIKE NO ONE ELSE
Serial Number:	78946446	IWCO DIRECT
Serial Number:	78946485	PRECISION POST
Serial Number:	78946464	IWCO DIRECT
Serial Number:	78946832	DIRECT MARKETING LIKE NO ONE ELSE

OP $315.00 2965127

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (714) 540-1235
Email: ipdocket@LW.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0237 IW 2ND LIEN
NAME OF SUBMITTER:	Pamela Pascual
Signature:	/pamela pascual/
Date:	11/03/2006

Total Attachments: 5
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent (as defined in the Intercreditor Agreement, described below) pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 3, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the **"Intercreditor Agreement"**), among Instant Web, Inc., IWCO Direct Inc., Bear Stearns Corporate Lending Inc., as First Lien Agent and CVC Capital Funding LLC, as Second Lien Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

Trademark Security Agreement, dated as of November 3, 2006, by Instant Web, Inc. (the "Pledgor"), in favor of CVC CAPITAL FUNDING, LLC, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Security Agreement or in the "Credit Agreement" to which reference is made, and as defined in, the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien and security interest (in each case prior and superior in right to the Lien of any other Person except to the extent of the Liens granted for the benefit of the "Secured Parties" as defined in and under, and subject to the terms of, the First Lien Credit Agreement) on, in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

INSTANT WEB, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CVC CAPITAL FUNDING, LLC,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – INSTANT WEB, INC.]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INSTANT WEB, INC.

By _____
Name:
Title:

Accepted and Agreed:

CVC CAPITAL FUNDING, LLC,
as Administrative Agent

By: _____
Name:
Title: RICHARD E. MAYBERRY
Managing Director
CSC Advisor LLC

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – INSTANT WEB, INC.]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Instant Web, Inc.	2,965,127	DIRECT MAIL LIKE NO ONE ELSE
Instant Web, Inc.	2,980,993	IWCODIRECT DIRECT MAIL LIKE NO ONE ELSE
Instant Web, Inc.	1,461,856	ENVELETTER

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Instant Web, Inc.	78/946,499	PRECISION POST
Instant Web, Inc.	78/946,469	IWCO DIRECT
Instant Web, Inc.	78/946,439	DIRECT MARKETING LIKE NO ONE ELSE
Instant Web, Inc.	78/946,507	PRECISION POST
Instant Web, Inc.	78/946,427	DIRECT MARKETING LIKE NO ONE ELSE
Instant Web, Inc.	78/946,446	IWCO DIRECT
Instant Web, Inc.	78/946,485	PRECISION POST
Instant Web, Inc.	78/946,464	IWCO DIRECT
Instant Web, Inc.	78/946,832	DIRECT MARKETING LIKE NO ONE ELSE

US State Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Instant Web, Inc.	12723	ENVELETTER