

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
Atex Media Command, Inc.		03/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Dresdner Bank AG Niederlassung Luxemburg, as Security Trustee
Street Address:	6A Route de Treves
City:	L-2633 Luxemburg-Senningberg
State/Country:	LUXEMBOURG
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	73517415	ATEX
Serial Number:	78814580	ATEX
Serial Number:	74510505	CHARMXT

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-878-8476
 Email: melissa.schrader@cliffordchance.com
 Correspondent Name: Melissa Schrader
 Address Line 1: Clifford Chance US LLP
 Address Line 2: 31 West 52nd Street
 Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	70-40107682
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DOMESTIC REPRESENTATIVE

Name:

CH \$90.00 73517415

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Melissa Schrader

Signature:

/Melissa Schrader/

Date:

03/07/2007

Total Attachments: 5

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Intellectual Property Security Agreement

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of March 5, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Dresdner Bank AG Niederlassung Luxemburg, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Facilities Agreement referred to below).

WHEREAS, Atex Group Limited (the "**Parent**"), a company organized under the laws of England and Wales, and certain of its Subsidiaries (including the Grantors) have entered into a Multicurrency Term and Revolving Facilities Agreement dated 30 January 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Facilities Agreement**") with Dresdner Kleinwort Limited as mandated lead arranger and the Security Trustee as agent and security trustee on behalf of the Secured Parties (as defined therein).

WHEREAS, pursuant to the Facilities Agreement the Grantors have entered into a Security Agreement dated as of March 1, 2007 with the Security Trustee (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**").

Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Trustee for the rateable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. **Grant of Security**

Each Grantor hereby grants to the Security Trustee for the rateable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- 1.1 all United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP**

Security Agreement Supplement"), executed and delivered by such Grantor to the Security Trustee from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

- 1.2 all United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Trustee from time to time) (the "**Trademarks**");
- 1.3 all copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Trustee from time to time) (the "**Copyrights**");
- 1.4 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- 1.5 any and all proceeds of the foregoing.

2. **Recordation**

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. **Execution in Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. **Grants, Rights and Remedies**

This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

5. **Governing Law**

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ATEX MEDIA COMMAND, INC.

By David Gibbon
Name: **DAVID GIBBON**
Title: **CFO**

Address for Notices:

5 Burlington Woods Drive
Suite 100
Burlington, MA 01803
Fax: ()

Schedule B**Trademarks:**

Country	Class	Status	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Reg. No.	Reg. Date
Argentina	ATEX	To Be Canc	1970355	02-Jul-82	1825241	05-Apr-89	016	05-Apr-85
Australia	ATEX	Renewed	A347092	10-Jun-80	A347092	12-Aug-83	009	10-Jun-01
Austria	ATEX	Renewed	AM1878/82	23-Jun-82	101071	10-Nov-82	009, 016, 037, 042	10-Nov-02
Benelux	ATEX	Renewed	043824	09-Apr-80	367502	18-Feb-81	009	09-Apr-00
Brazil	ATEX	No renew	977518	30-Sep-82	810977616	30-Dec-88	8.55, 8.80	30-Dec-88
Brazil	ATEX	Registered	820430471	19-Dec-87	820430471	25-Apr-00	9.40	25-Apr-10
Canada	ATEX	Registered	471848	19-Jun-81	268719	07-May-82		07-May-12
Chile	ATEX	Renewed	221212	29-Sep-82	863234	15-Feb-93	009	17-Apr-03
Denmark	ATEX	Renewed	02153/81	20-May-81	0005/84	08-Jan-84	009, 016, 042	08-Jan-04
Denmark	ATEX	Renewed	72480	30-Jul-88	72480	12-Jan-81	009	30-Jul-98
Egypt	ATEX	Renewed	59463	24-Aug-81	59453	10-Dec-87	009	24-Aug-01
Egypt	ATEX	Renewed	01378/81	27-Mar-81	92437	08-May-88	009	08-May-15
Finland	ATEX	Renewed	181263	18-Jan-80	1588981	18-Jan-90	009	18-Jan-00
France	ATEX	Renewed	787588	21-Mar-88	1347530	21-Mar-88	009	21-Mar-16
France	ATEX	Renewed	A33383/8	14-May-80	1092841	19-Jun-88	009	14-May-00
Germany	ATEX	Renewed	19850806A	19-Feb-85	19852151	18-Oct-85	016	18-Feb-92
Hong Kong	ATEX	To Be Canc	19850805	19-Feb-85	19881805	10-Jun-88	009	19-Feb-06
Hong Kong	ATEX	Renewed	03285/81	24-Nov-81	A101851	24-Nov-81	009	24-Nov-02
Ireland	ATEX	Renewed	82257	01-Jun-81	52257	24-Nov-85	009	01-Jun-02
Israel	ATEX	Renewed	40523	22-Jul-81	396888	27-Jan-88	009, 018, 035, 037, 041, 042	22-Jul-01
Italy	ATEX	Registered	9141073	23-Jul-87	4241888	19-Feb-98	009, 016	19-Feb-09
Japan	ATEX	Renewed	M/85420	14-Jun-82	M/85420	14-Jun-82	009	14-Jun-03
Malaysia	ATEX	Renewed	136499	20-Mar-81	136499	20-Mar-81	009	20-Mar-02
New Zealand	ATEX	Renewed	810809	20-Mar-81	112523	09-Dec-82	009	09-Dec-02
Norway	ATEX	Renewed	213927	28-Dec-87	74903	22-Dec-82	009	28-May-03
Peru	ATEX	Renewed	2-96496	08-Feb-81	R-71221	08-Feb-91	009	08-Feb-11
Poland	ATEX	Renewed	210725	19-Mar-81	210725	04-Dec-84	009	04-Dec-04
Portugal	ATEX	Renewed	145761	14-Nov-81	108388	14-Nov-91	009, 016, 035, 037, 041, 042	01-Oct-01
Russian Federation	ATEX	Renewed	2823/82	24-May-82	2823/82	24-May-82	009	24-May-08
Singapore	ATEX	Renewed	78/8150	18-Nov-78	79/8160	18-Nov-78	009	18-Nov-09
South Africa	ATEX	Renewed	1045288	19-Aug-83	1045288	19-Jun-88	009	18-Jun-08
Spain	ATEX	Renewed	078/8188	23-Nov-79	188931	18-Nov-83	009	18-Nov-03
Sweden	ATEX	Renewed	3134	12-Jun-81	318142	18-Aug-82	009, 016	12-Jun-01
Switzerland	ATEX	Renewed	1304428	18-Mar-87	A1304428	05-Oct-90	042	18-Mar-84
United Kingdom	ATEX	To Be Canc	1138642	07-Jul-80	1138642	07-Jul-80	009	07-Jul-01
United Kingdom	ATEX	Renewed	73/517415	11-Jan-85	1384073	25-Feb-88	009	25-Feb-08
United States of America	ATEX	To Be Canc	78/814580	14-Feb-86				
United States of America	ATEX	Renewed	74/510505	07-Apr-84	1853884	30-Jan-88	009	30-Jan-08
United States of America	CHARMXT	No renew						
Venezuela	ATEX	Renewed	06261/82	30-Jul-82	118087	27-Nov-85	009	27-Nov-00

Licenses:

License Agreement between VisionShift Division of Geac Computers Inc. and Postalsoft, Inc., dated February 8, 1996.

ASG-Safari Channel License Agreement by and between Allen Systems Group, Inc and Media Command, Incorporated, dated December 19, 2002.

Sale and License Agreement between Atex Media Command, Inc. and Infoglobo Comunicacoes Ltd., dated September 2, 2004.

Sale and License Agreement between Atex Media Command, Inc. and Gannett Supply Corporation, dated November 4, 2004.

Sale and License Agreement between Atex Media Command, Inc. and New York Magazine Holdings LLC, dated February 2, 2004.

Sale and License Agreement between Atex Media Command, Inc. and Dow Jones & Company, dated December 10, 2003.

Multi-Site Sale and License Agreement by and between Atex Media Solutions, Inc. and Booth Newspapers, Inc., dated as of January 11, 2000.