

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

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):

EMERGING MEDIA GROUP, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

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: Square 1 Bank
 Internal
 Address: Attn: Jennifer Howard
 Street Address: 406 Blackwell Street
 City: Durham
 State: NC
 Country: USA Zip: 27701

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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 2, 2007

- Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

77175659

See Exhibit C

Additional sheet(s) attached? Yes No

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

ITX

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

Name: Jennifer Howard

Internal Address: Square 1 Bank

Street Address: 406 Blackwell Street

City: Durham

State: NC Zip: 27701

Phone Number: 919-314-3123

Fax Number: 919-314-3110

Email Address: jhoward@square1bank.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315

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

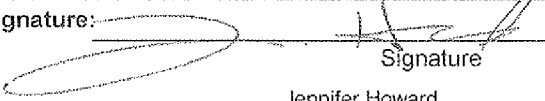
8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 50-3822

Authorized User Name Jennifer Howard

9. Signature:



 Signature

7-5-07

Date

Jennifer Howard

Name of Person Signing

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

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

CH \$315.00 503822 77175659

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ITX	77175659	May 8, 2007

IC 035. US 100 101 102. G & S: Providing websites for the management of online advertising for others; preparing and placing advertising for others for distribution over global computer networks; providing advertising brokerage services; facilitating sales of advertising space on global computer network sites; management of advertising inventory and purchasing for others; providing advertising and commercial information services and maintenance of databases to track and facilitate the sales of advertising and order fulfillment for others

IC 036. US 100 101 102. G & S: Financial services, namely providing resources through an online site on a global computer network for enabling an exchange relating to advertising opportunities and services relating to advertising trading activities and financial information relating to advertising opportunities and programs

IC 042. US 100 101. G & S: Computer services, namely providing software for use by others in auctioning of advertisement opportunities and management of advertising activities and inventory through an online site on a global computer network, and monitoring advertisement information

The Internet Traffic Exchange	77175651	May 8, 2007
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IC 035. US 100 101 102. G & S: Providing websites for the management of online advertising for others; preparing and placing advertising for others for distribution over global computer networks; providing advertising brokerage services; facilitating sales of advertising space on global computer network sites; management of advertising inventory and purchasing for others; providing advertising and commercial information services and maintenance of databases to track and facilitate the sales of advertising and order fulfillment for others

IC 036. US 100 101 102. G & S: Financial services, namely providing resources through an online site on a global computer network for enabling an exchange relating to advertising opportunities and services relating to advertising trading activities and financial information relating to advertising opportunities and programs

IC 042. US 100 101. G & S: Computer services, namely providing software for use by others in auctioning of advertisement opportunities and management of advertising activities and inventory through an online site on a global computer network, and monitoring advertisement information

TRAFFIQ	77159695	April 18, 2007
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IC 042. US 100 101. G & S: Computer services, namely providing software for use by others in auctioning of advertisement opportunities and management of advertising activities and inventory through an online site on a global computer network, and monitoring advertisement information

TRAFFIQ

77159569

April 18, 2007

IC 036. US 100 101 102. G & S: Financial services, namely providing resources through an online site on a global computer network for enabling an exchange relating to advertising opportunities and services relating to advertising trading activities and financial information relating to advertising opportunities and programs

TRAFFIQ

77133218

March 16, 2007

IC 035. US 100 101 102. G & S: Advertising via electronic media and specifically the internet

InSite Vortal

77095499

January 31, 2007

IC 035. US 100 101 102. G & S: Providing websites designed to accumulate users for others, build aggregate data and information about users of websites of others, provide direct targeted marketing and advertising and product or service offerings for others

Make Your Market

77095487

January 31, 2007

IC 035. US 100 101 102. G & S: Providing advertising and commercial information services to others: providing referrals in the nature of links to sites of others on global computer networks; business marketing consulting services, namely creating corporate and brand identity for others, market research and analysis for others, event marketing and management for others; sports and entertainment marketing for others, interactive advertising and marketing for others, advertising agency services, sales promotion services for others, media planning and placement services for others, and analyzing search engine and keyword placements for others, promoting the goods and services of others and providing search engine optimization services for others

Market Maker Interactive

77095475

January 31, 2007

IC 035. US 100 101 102. G & S: Providing advertising and commercial information services to others: providing referrals in the nature of links to sites of others on global computer networks; business marketing consulting services, namely creating corporate and brand identity for others, market research and analysis for others, event marketing and management for others; sports and entertainment marketing for others, interactive advertising and marketing for others, advertising agency services, sales promotion services for others, media planning and placement services for others, and analyzing search engine and keyword placements for others, promoting the goods and services of others and providing search engine optimization services for others

M M/I

77095464

January 31, 2007

IC 035. US 100 101 102. G & S: Providing advertising and commercial information services to others: providing referrals in the nature of links to sites of others on global computer networks; business marketing consulting services, namely creating corporate and brand identity for others, market research and analysis for others, event marketing and management for others; sports and entertainment marketing for others, interactive advertising and marketing for others, advertising agency services, sales promotion services for others, media planning and placement services for others, and analyzing search engine and keyword placements for others, promoting the goods and services of others and providing search engine optimization services for others

Yield Factor

77095446

January 31, 2007

IC 035. US 100 101 102. G & S: Providing websites for the management of online advertising for others; preparing and placing advertising for others for distribution over global computer networks;

providing advertising brokerage services; facilitating sales of advertising space on global computer network sites; management of advertising inventory and purchasing for others; providing advertising and commercial information services and maintenance of databases to track and facilitate the sales of advertising and order fulfillment for others

TRAFEAQ

77095432

January 31, 2007

IC 035. US 100 101 102. G & S: Providing websites for the management of online advertising for others; preparing and placing advertising for others for distribution over global computer networks; providing advertising brokerage services; facilitating sales of advertising space on global computer network sites; management of advertising inventory and purchasing for others; providing advertising and commercial information services and maintenance of databases to track and facilitate the sales of advertising and order fulfillment for others

Internet Traffic Market

77095415

January 31, 2007

IC 035. US 100 101 102. G & S: Providing websites for the management of online advertising for others; preparing and placing advertising for others for distribution over global computer networks; providing advertising brokerage services; facilitating sales of advertising space on global computer network sites; management of advertising inventory and purchasing for others; providing advertising and commercial information services and maintenance of databases to track and facilitate the sales of advertising and order fulfillment for others

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2007 by and between SQUARE 1 BANK ("Bank") and EMERGING MEDIA GROUP, INC., a Delaware corporation ("Grantor").

RECALLS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

390 Park Avenue South, 7th Floor
New York, New York 10016

Attn: Chief Executive Officer

EMERGING MEDIA GROUP, INC.

By: 

Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

By: 

Title: VP

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./ Issued Patent No.</u>	<u>Date</u>
Application: Systems and Methods To Facilitate the Trading of Internet Traffic	60/915,433	5/1/2007