

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viant Holdings, Inc.		06/25/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc., as Collateral Agent		
Street Address:	2 Penns Way, Floor 1		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78793015	WHITE SPACE MANAGEMENT	
Registration Number:	3211111	BEECH STREET ACCELERATED PAYMENT PROGRAM	
Registration Number:	3071065	BEECH STREET CORPORATION	
Registration Number:	3071061	BEECH STREET CORPORATION	
Registration Number:	2874997	C2C	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	31793		

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NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/24/2007
Total Attachments: 6 source=31793#page1.tif source=31793#page2.tif source=31793#page3.tif source=31793#page4.tif source=31793#page5.tif source=31793#page6.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Viant Holdings, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>Citicorp North America, Inc., as Collateral Agent</u> Internal Address: _____ Street Address: <u>2 Penns Way, Floor 1</u> City: <u>New Castle</u> State: <u>DE</u> Zip: <u>19720</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>DE</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>June 25, 2007</u>			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) PLEASE SEE ATTACHED Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		B. Trademark Registration No.(s) PLEASE SEE ATTACHED	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: _____ Internal Address: _____ _____ _____ Street Address: _____ _____ City _____ State: _____ Zip: _____		6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Greg Serebuoh _____ Gregory Serebuoh _____ 7/5/2007
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SHORT FORM TRADEMARK SECURITY AGREEMENT (the "Agreement"), as of June 25, 2007, between VIANT HOLDINGS, INC. and CITICORP NORTH AMERICA, INC., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Viant Holdings, Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, Citicorp North America, Inc., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

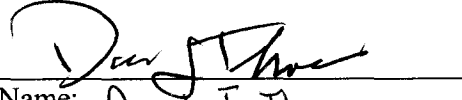
all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

VIANT HOLDINGS, INC.,

by

A handwritten signature in black ink, appearing to read "Daniel J. Thomas", written over a horizontal line.

Name: Daniel J. Thomas

Title: Chief Executive Officer

CITICORP NORTH AMERICA, INC., as
Collateral Agent,

by



Name:

Title:

David Leland
Vice President

Schedule to Trademark Security Agreement

Intellectual Property

Trademark Applications

Registered Owner	Application Number	Filing Date
Viant Holdings, Inc.	78793015	1/17/2006

Registered Trademarks

Registered Owner	Registration Number	Issue Date
Viant Holdings, Inc.	3211111	2/20/2007
Viant Holdings, Inc.	3071065	3/21/2006
Viant Holdings, Inc.	3071061	3/21/2006
Viant Holdings, Inc.	2874997	8/17/2004