#### 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	
Engauge Marketing, LLC		107/31/2007 I	LIMITED LIABILITY COMPANY: DELAWARE	
TEN UNITED, LTD.		107/31/2007 I	LIMITED LIABILITY COMPANY: OHIO	

#### **RECEIVING PARTY DATA**

IIName: I	Merrill Lynch Capital a division of Merrill Lynch Business Financial Services, Inc., as Adminstrative Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	INC. ASSOCIATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2585160	TEN WORLDWIDE	
Registration Number:	2792278	TEN UNITED	

### CORRESPONDENCE DATA

900084003

Fax Number: (202)585-8080

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-585-8000

Email: nptm@nixonpeabody.com

Correspondent Name: Jeffrey L. Costellia
Address Line 1: 401 9th Street
Address Line 2: Suite 900

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 031538-30

TRADEMARK

REEL: 003598 FRAME: 0166

\$65.00

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NAME OF SUBMITTER:	Jeffrey L. Costellia
Signature:	/jeffrey I. costellia/
Date:	08/09/2007
Total Attachments: 5 source=DOC009#page1.tif source=DOC009#page2.tif source=DOC009#page3.tif source=DOC009#page4.tif source=DOC009#page5.tif	

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of July 2007 by Engauge Marketing, LLC, a Delaware limited liability company having an address at 11401 Century Oaks Terrace, Suite 400, Austin, Texas 78758 ("Engauge") and Ten United, Ltd., an Ohio limited liability company having an address at 375 North Front Street, 4<sup>th</sup> Floor, Columbus, Ohio 43215 ("Ten United", and together with Engauge, each a "Grantor", and collectively "Grantors") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantors, Grantee and Lenders are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantors and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee, for the benefit of itself and the Lenders, a security interest on any and all right, title and interest of such Grantor in and to any and all property and interests in property of such Grantor, including all right, title and interest of Grantor in and to any and all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Security Agreement</u>. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising, including without limitation:

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- (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the foregoing Trademarks including, without limitation, any claim by Grantor against third parties for past, present, or future (a) infringement or dilution of any Trademark; or (b) injury to the goodwill associated with any Trademarks.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

ENGAUGE MARKETING, LLC

By:

Name: P.J.J.L. W. J.J.L.

Title: C. S.J.L. W. J.J.L.

Name: R.J.L. W. J.J.L.

Title: C. S.J.L. W. J.J.L.

Name: R.J.L. W. J.J.L.

Title: C. S.J.L. W. J.J.L.

Security of the date first written above.

[Signature page to Trademark Security Agreement]

## Agreed and Accepted As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent

Name: Michael Solverman

Title: Director

[Signature page to Trademark Security Agreement]

# SCHEDULE A

# TRADEMARK REGISTRATIONS

Registrant Name	Description	Serial No.	Registration No.	Registration Date
Ten United, Ltd.	Ten Worldwide, (3) Design plus words, letters, and/or numbers	76293617	2585160	June 25, 2002
Ten United, Ltd.	Ten United, (3) Design plus words, letters, and/or numbers	76335464	2792278	December 9, 2003

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**RECORDED: 08/09/2007**