

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MediaSpan Group, Inc.		08/17/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77131039	INTELLISELL	
Serial Number:	77130983	DATAVUE	
Serial Number:	77130921	ADWEBSTER	
Serial Number:	77098167	WIREMANAGER IQUE	
Serial Number:	77098005	PAGEWATCH IQUE	
Serial Number:	77088231	CLASSFLOW	
Serial Number:	77088200	ARCHIVEIQUE	
Serial Number:	77071287	FAN FRENZY FANATIC	
Serial Number:	77071281	FAN FRENZY	
Serial Number:	77130869	PAGETRAK	
Serial Number:	77088103	ADMANAGERPRO	
Serial Number:	77071299	FAN FRENZY FANATIC	
Serial Number:	77071295	FAN FRENZY	
<b>CORRESPONDENCE DATA</b>			

**CH \$340.00 77131039**

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ATTORNEY DOCKET NUMBER:	09875.0074
NAME OF SUBMITTER:	Terri Rithner
Signature:	/Terri Rithner/
Date:	08/27/2007

Total Attachments: 4  
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**SECOND AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS SECOND AMENDMENT** to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 17th day of August, 2007, by and between Silicon Valley Bank ("Bank") and MediaSpan Group, Inc., a Delaware corporation ("Borrower").

**RECITALS**

**A.** Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of December 31, 2005, as amended by a First Amendment, dated December 20, 2006 (as the same may from time to time be further amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

**B.** Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.

**C.** Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

**2. Amendment to IP Agreement.** Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

**3. Limitation of Amendment.**

**3.1** The amendment set forth in **Section 2**, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

**4. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

In WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By: [Signature]  
Name: Cecy Walters  
Title: Relationship manager

BORROWER:

MEDIASPAN GROUP, INC.

By: [Signature]  
Name: WILLIAM H. OWEN  
Title: SECRETARY

DN:32126517.1

**EXHIBIT A**

EXHIBIT C

<u>Description</u>	Trademarks <u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
AD GRABBER	2937942	April 5, 2005
NEWSEDT	2918656	January 18, 2005
TRANSPORTER	2794373	December 16, 2003
WIREMANAGER	2794372	December 16, 2003
WEBJAZ	2806477	January 20, 2004
NEWSMAKER	2794388	December 16, 2003
JAZBOX	2479673	August 21, 2001
ADPOWER	2480243	August 21, 2001
CASH	1628147	December 18, 1990 (renewed 12/18/2000)
FAMILY SHOEBOX	2343742	April 18, 2000
COMMUNITY PUBLISHING SYSTEM	2456520	May 29, 2001
MEDIASPAN	2860726	October 15, 2001
MEDIASPAN	2860727	October 15, 2001
NEWSJAZ	2806478	January 20, 2004
MY RADIO	76084891	July 7, 2000
LIVIQUE	2463300	July 10, 2001
QTOOLS	246330	June 26, 2001
NEWSEDTPRO	2403721	November 14, 2000
IQUE SERVER	2428043	February 13, 2001
CIRCULATIONPRO	2440099	April 3, 2001
NEWSEDTPRO IQUE	2405669	November 21, 2000
DRAGX	2420791	January 16, 2001
PRODUCTIONMANAGERPRO	2399390	October 31, 2000
FAN FRENZY FANATIC	<b>77071287</b>	<b>December 26, 2006</b>
FAN FRENZY	<b>77071281</b>	<b>December 26, 2006</b>
CLASSFLOW	<b>77088231</b>	<b>January 22, 2007</b>
ARCHIVEQUE	<b>77088200</b>	<b>January 22, 2007</b>

<u>Description</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
WIREMANAGER IQUE	77098167	February 2, 2007
PAGEWATCH IQUE	77098005	February 2, 2007
INTELLISELL	77131039	March 14, 2007
DATAVUE	77130983	March 14, 2007
ADWEBSTER	77130921	March 14, 2007
PAGETRAK	77130869	March 14, 2007
ADMANAGERPRO	77088103	January 22, 2007
FAN FRENZY FANATIC	77071299	December 26, 2006
FAN FRENZY	77071295	December 26, 2006

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**TRADEMARK**

**RECORDED: 08/27/2007**

**REEL: 003609 FRAME: 0174**