

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zeta Interactive Corporation		11/20/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology Growth Capital, Inc.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2537323	DIGITALGRIT	
Registration Number:	3182942	RELEVANTNOISE LISTEN AND LEARN	
Serial Number:	77091281	SONAR	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8464		
Email:	paula.mazzeo@bingham.com		
Correspondent Name:	Paula A. Mazzeo		
Address Line 1:	150 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Paula A. Mazzeo		
Signature:	/PAMazzeo/		

OP \$90.00 2537323

Date:

11/21/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is dated the 20th day of November, 2007, between Zeta Interactive Corporation, a Delaware corporation, with its chief executive office and principal place of business located at 90 Park Avenue, 16th Floor, New York, New York 10016 ("**Grantor**"), and Hercules Technology Growth Capital, Inc., a Maryland corporation, with its chief executive office and principal place of business located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 ("**Secured Party**").

RECITALS

A. Grantor owns the Trademarks (as defined in the Loan Agreement referred to below), Trademark registrations and Trademark applications and is a party to the Trademark Licenses listed on Schedule 1 hereto:

B. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of November 20, 2007 and all ancillary documents entered into in connection with such Senior Loan and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "**Loan Agreement**");

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a first priority security interest in certain personal property assets of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor's Trademarks, and Trademark Licenses (as defined in the Loan Agreement), and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Loan Agreement.

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants and conveys to Secured Party a continuing security interest in and lien on all of Grantor's right, title and interest in and to, whether presently existing or hereafter arising or acquired, the Trademarks (including those listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time)), and Trademark Licenses, including, without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the goodwill of the business to which each of the Trademarks relates.

2. Grantor represents, warrants and covenants that:

a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens except for Permitted Liens including, without limitation, pledges, assignments, licenses, shop rights and covenants by Grantor not to sue third persons, except for any license disclosed in Schedule 1;

b) Except as disclosed on Schedule 5.9 to the Loan Agreement, the material Trademarks are subsisting and have not been adjudged invalid or unenforceable;

c) Except as disclosed on Schedule 5.9 to the Loan Agreement, each of the material Trademarks is valid and enforceable;

d) Except as disclosed in Schedule 5.9 to the Loan Agreement, no claim has been made that the use of any of the material Trademarks does or may violate the rights of any third person;

e) Grantor has the unqualified right to enter into this Trademark Security Agreement and perform its terms;

f) Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice in connection with its use of the Trademarks; and

g) Grantor has used, and will continue to use for the duration of this Trademark Security Agreement, consistent standards of quality of products sold under the Trademarks.

3. Grantor hereby grants to Secured Party the right to visit Grantor's facilities to inspect the products at reasonable times and, provided no Default or an Event of Default then exists, upon reasonable notice during regular business hours. Grantor shall do any and all acts reasonably required by Secured Party to ensure Grantor's compliance with paragraph 2(g).

4. Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnification obligations) shall have been satisfied in full in cash, it will not enter into any agreement relating to Grantor's Trademarks (for example, a license agreement) which is inconsistent with Grantor's obligations under this Trademark Security Agreement, without Secured Party's prior written consent; provided, that so long as no Event of Default shall have occurred and be continuing, Grantor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both Grantor and such third party on arm's length and customary business terms.

5. If, before the Secured Obligations (other than inchoate indemnification obligations) shall have been satisfied in full in cash, Grantor shall obtain rights to any new Trademarks, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give Secured Party prompt notice thereof in writing.

6. Grantor authorizes Secured Party to unilaterally modify this Trademark Security Agreement by amending Schedule 1 to include any future Trademarks covered by paragraphs 1 and 5 hereof.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Trademark Security Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party or its assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

8. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Trademark Security Agreement and the Loan Agreement, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Trademark Security Agreements, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Loan Agreements.

9. At such time as Grantor shall completely satisfy all of the Secured Obligations (other than inchoate indemnification obligations) in cash, this Trademark Security Agreement shall terminate and Secured Party shall, at Grantor's expense, execute and deliver to Grantor all terminations, or other instruments as may be necessary or proper to terminate the security interest granted herein and to terminate Grantor's obligations hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Trademark Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the

Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Grantor on demand by Secured Party and shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest applicable Default Rate.

11. Grantor shall, subject to its good faith and reasonable business judgment or upon the request of the Secured Party, through counsel reasonably acceptable to Secured Party, to prosecute diligently any Trademark applications pending as of the date of this Trademark Security Agreement or thereafter until the Secured Obligations (other than inchoate indemnification obligations) shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Grantor. The Grantor shall only abandon a Trademark if, while exercising good faith and reasonable business judgment, Grantor determines it is prudent.

12. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event and with the prior written consent of the Secured Party, Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable attorneys' fees incurred by Secured Party, in accordance with the Loan Agreement.

13. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, after and during the continuance of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Secured Party to, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Trademark Security Agreement.

14. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

18. This Trademark Security Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 6.

19. This Trademark Security Agreement shall be binding upon Grantor and Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of Grantor, Secured Party and the respective permitted successors and assigns, of Secured Party and Grantor.

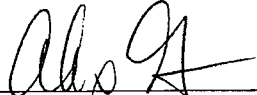
20. The validity and interpretation of this Trademark Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California.

21. Section 11.2 (*Notice*) of the Loan Agreement is hereby incorporated herein in its entirety, save that references therein to the term Lender shall be deemed to be references to Secured Party herein and references therein to the term Borrower shall be deemed to be references to Grantor herein.


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IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

ZETA INTERACTIVE CORPORATION

By: 
Name: Alex Guirca
Title: President

**HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.**

By: 

Name: K. Nicholas Martitsch

Title: Associate General Counsel

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 003665 FRAME: 0657**

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

REGISTERED TRADEMARK(S):

<u>Registration No.</u>	<u>Registration Date</u>
2537323 - DIGITALGRIT	May 19, 2000
3182942 - RELEVANTNOISE LISTEN AND LEARN	December 12, 2006

TRADEMARK APPLICATION(S):

<u>Serial/Application No.</u>	<u>Filed Date</u>
77091281 - SONAR	January 25, 2007