

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Instant Web, Inc.		08/07/2007	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Administrative Agent:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	73643230	ENVELETTER
Serial Number:	78383473	DIRECT MAIL LIKE NO ONE ELSE
Serial Number:	78383452	IWCO DIRECT DIRECT MAIL LIKE NO ONE ELSE
Serial Number:	78946485	PRECISION POST
Serial Number:	78946499	PRECISION POST
Serial Number:	78946507	PRECISION POST
Serial Number:	78946446	IWCO DIRECT
Serial Number:	78946464	IWCO DIRECT
Serial Number:	78946469	IWCO DIRECT
Serial Number:	78946832	DIRECT MARKETING LIKE NO ONE ELSE
Serial Number:	78946439	DIRECT MARKETING LIKE NO ONE ELSE
Serial Number:	78946427	DIRECT MARKETING LIKE NO ONE ELSE

CORRESPONDENCE DATA

CH \$315.00 73643230

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8200
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0520
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	03/13/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Second Lien)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of August 7, 2007, is entered into by and between Instant Web, Inc., a Minnesota corporation ("Grantor"), and Deutsche Bank Trust Company Americas, a United States bank located at 60 Wall Street, New York 10005, as Administrative Agent pursuant to that certain Security Agreement, dated as of August 7, 2007, between the Administrative Agent and Grantor, amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of August 7, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ACP/IWCO Finance Inc., a Delaware corporation ("MergerSub 2" and, prior to the consummation of the Merger referred to below, the "Borrower") to be merged (the "Merger") with and into Instant Web, Inc., a Minnesota corporation (the "Company" and following the consummation of the Merger, the "Borrower"), IWCO Direct, Inc., the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto, the Patents set forth on Schedule B hereto and the Copyrights set forth on Schedule C hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby conveys, assigns, pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in Trademarks, Patents and Copyrights, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. The foregoing security interest shall include, without limitation, all Trademarks referred to on Schedule A, all Patents referred to on Schedule B and all Copyrights referred to on Schedule C and the right to obtain all renewals thereof, but shall in no case extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark application.

(b) The security interest granted hereby is granted concurrently and in conjunction with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or

hereafter available to the Administrative Agent as a matter of law or equity. The exercise by the Administrative Agent of any one or more of the rights, powers or privileges provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Termination: Release of Security Interest

Upon termination of the Security Interest in Intellectual Property in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks, Patents and Copyrights under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 4 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.

5. Counterparts


This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

INSTANT WEB, INC.

By: 
Name:
Title:

IP Security Agreement (Second Lien)

NEWYORK 0235180 (2K)

ADMINISTRATIVE AGENT:

**DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Administrative Agent**

By: *Scotty Lindsey*
Name: **Scotty Lindsey**
Title: **Director**

By: *Paul O'Leary*
Name: **Paul O'Leary**
Title: **Vice President**

IP Security Agreement (Second Lien)- Instant Web, Inc.

NEW YORK 62251W (2X)

**TRADEMARK
REEL: 003739 FRAME: 0086**

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Mark	Reg. No. / Ser. No.	Date Registered / Filed	Grantor
ENVELETTER	1,461,856 73/643,230	2/6/1987 (Registered)	Instant Web, Inc.
DIRECT MAIL LIKE NO ONE ELSE	2,965,127 78/383,473	7/5/2005 (Registered)	Instant Web, Inc.
IWCO DIRECT MAIL LIKE NO ONE ELSE & Design	2,980,993 78/383,452	8/2/2005 (Registered)	Instant Web, Inc.
PRECISION POST	N/A 78/946,485	Pending	Instant Web, Inc.
PRECISION POST	N/A 78/946,499	Pending	Instant Web, Inc.
PRECISION POST	N/A 78/946,507	Pending	Instant Web, Inc.
IWCO DIRECT	N/A 78/946,446	Pending	Instant Web, Inc.
IWCO DIRECT	N/A 78/946,464	Pending	Instant Web, Inc.
IWCO DIRECT	N/A 78/946,469	Pending	Instant Web, Inc.
DIRECT MARKETING LIKE NO ONE ELSE	N/A 78/946,832	Pending	Instant Web, Inc.
DIRECT MARKETING LIKE NO ONE ELSE	N/A 78/946,439	Pending	Instant Web, Inc.
DIRECT MARKETING LIKE NO ONE ELSE	N/A 78/946,427	Pending	Instant Web, Inc.

Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent	Reg. No. / Ser. No.	Date Registered / Filed	Grantor
None.			

Schedule C to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright	Reg. No. / Ser. No.	Date Registered / Filed	Grantor
None.			