

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
Squad Inc.		03/31/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Archer Capital Fund, L.P.
Street Address:	570 Lexington Avenue
Internal Address:	40th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77306381	WEBCOSTS
Registration Number:	2970382	S
Registration Number:	2098914	SNAP
Registration Number:	3204383	SNAP EXPRESS
Registration Number:	2989264	SNAP SOFTWARE
Registration Number:	2428589	SNAP3
Registration Number:	2057204	SNAPLINE
Registration Number:	2050786	SNAPTRAC
Registration Number:	2514646	SQAD
Registration Number:	2662898	SQAD

CORRESPONDENCE DATA

Fax Number: (617)345-1300
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 77306381

Phone: 617-345-1341
Email: matm@nixonpeabody.com
Correspondent Name: Michelle A. Massicotte
Address Line 1: 100 Summer Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	049377/2
NAME OF SUBMITTER:	Michelle A. Massicotte
Signature:	/Michelle A. Massicotte/
Date:	04/03/2008

Total Attachments: 6
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of March 31, 2008 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Intellectual Property Security Agreement**"), is made by each of the signatories hereto (collectively, the "**Grantors**") in favor of **ARCHER CAPITAL FUND, L.P.** ("**Archer Capital**"), as servicing agent (including its successors and assigns from time to time, the "**Servicing Agent**").

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in that certain Pledge and Security Agreement, dated as of March 31, 2008 (as it may be from time to time amended, restated, modified or supplemented, the "**Pledge and Security Agreement**"), among SQAD INC., a New York corporation (the "**Borrower**"), and each of the Grantors party thereto, and **ARCHER CAPITAL FUND, L.P.**, as the Servicing Agent.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Servicing Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Servicing Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties,

income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Trademarks");

(b) All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Patents");

(c) All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world ("Copyrights");

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the "Trade Secrets"); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to

manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution In Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Remainder of this page intentionally left blank]

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

SQAD INC.,

as a Grantor

By:  _____

Name:

Title:

ARCHER CAPITAL FUND, L.P.,

as the Servicing Agent

By: _____

Name:

Title:

[Signature page to Intellectual Property Security Agreement]

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

SQAD INC.,

as a Grantor

By: _____


Name:

Title:

ARCHER CAPITAL FUND, L.P., as Servicing Agent

By: Archer Partners GP, L.L.C., general partner

By: Canton GP Holdings, L.L.C., managing member

By:  _____

Name:

Title: Manager

[Signature page to Intellectual Property Security Agreement]

SQAD Inc.

Trademark Report by Mark
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES	
S & Design								
UNITED STATES	755604/013	04/14/2004	78/401,585	07/19/2005	2,970,382	REGISTERED	09,35	
09 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
35 - Data processing services in the field of television viewership measurement								
SNAP								
UNITED STATES	755604/005J	04/26/1996	75/093,784	09/23/1997	2,098,914	REGISTERED	9,35	
9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
35 - Data processing services in the field of television viewership measurement								
SNAP EXPRESS								
UNITED STATES	755604/009	11/06/2003	78/324,189	01/30/2007	3,204,383	REGISTERED	09	
09 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
SNAP SOFTWARE								
UNITED STATES	755604/012	04/14/2004	78/401,586	08/30/2005	2,989,264	REGISTERED	09,35	
09 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
35 - Data processing services in the field of television viewership measurement								
SNAP3								
UNITED STATES	755604/005A	04/10/2000	76/022,156	02/13/2001	2,428,589	REGISTERED	9	
9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
SNAPLINE								
UNITED STATES	755604/005I	04/25/1996	75/093,874	04/29/1997	2,057,204	REGISTERED	9	
9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
SNAPTRAC								
UNITED STATES	755604/005L	04/25/1996	75/093,781	04/08/1997	2,050,786	REGISTERED	9	
9 - Computer software for use in television data processing applications, namely, computer software used to process television measurement data and to obtain information relating thereto								
SQAD								
UNITED STATES	755604/004	06/27/2000	76/085,534	12/04/2001	2,514,646	REGISTERED	35	
35 - Commercial information agencies, namely, providing marketing information for businesses to obtain advertising cost projections by means of computerized reports								
SQAD & Design								
UNITED STATES	755604/007	02/04/2002	76/367,200	12/17/2002	2,662,896	REGISTERED	35	
35 - Commercial information agencies, namely, providing marketing information for businesses to obtain advertising cost projections by means of computerized reports								
WEBCOSTS								
UNITED STATES	755604/015	10/17/2007	77/306,381			PENDING	35	
35 - Real cost and cost forecasting services for website display advertising								
END OF REPORT							TOTAL ITEMS SELECTED =	10