## 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
August F. Sansone Inc.		04/04/2008	CORPORATION: MISSOURI

#### **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	as administrative agent:		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number: 1886975		MESSAGE-LINK

### **CORRESPONDENCE DATA**

Fax Number: (650)849-4800

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

Phone: (650)849-4400

Email: mary.zimmerman@bingham.com

Correspondent Name: Mary R. Zimmerman

Address Line 1: Bingham McCutchen LLP

Address Line 2: Three Embarcadero Center

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2073414-0000331744
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	04/25/2008

TRADEMARK

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Total Attachments: 6
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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 4, 2008, is entered into by and between SYMON COMMUNICATIONS, INC., a Delaware corporation (the "Borrower"), TARGET VISION, INC. ("Target Vision"), and AUGUST F. SANSONE INC., a Missouri corporation (together with Borrower and Target Vision, collectively, the "Grantors", each, individually, a "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of April 4, 2008, among the Assignee, the Grantors and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of April 4, 2008, among Borrower, SYMON HOLDINGS CORPORATION, a Delaware corporation, and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors have granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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

#### 1. Grant of Security Interest

- Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by each Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, 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 such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of such Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than applications filed on an intent-to-use basis), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.
- (b) <u>Schedule A</u> hereto contains a true and accurate list of all of each Grantor's United States applications and registrations for the Trademarks.

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(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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. Notwithstanding the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral 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 CALIFORNIA.

#### 4. 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]

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

GRANTURS:
SYMON COMMUNICATIONS, INC.
By: William Cole This: Chief Financial Officer & Secretary
TARGET VISION, INC.
White blile
By: JUNIOUM / KINCE
By: William Cole Tiple: Chief Financial Officer & Secretary
august F. Sansone Inc.
By: Stille Hotel
By: Manney William Cole
Titie: Chief Financial Officer & Secretary
ASSIGNEE;
SILICON VALLBY BANK, as Administrative Agent
Ву:

[Signature Page to Trademark Security Agreement]

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

GRANTORS:	•
SYMON COMMUNICATIONS, II	VC.
By: Name: Title:	
TARGET VISION, INC.	
By: Name: Title:	
AUGUST F. SANSONE INC.	
Ву:	
Name: Title:	
ASSIGNEE:	
SILICON VALLEY BANK, as Administrative Agent	
By: Blig X Byson Name: Brigh K Brown	
Title: 5 a.	

[Signature Page to Trademark Security Agreement]

# Schedule A to TRADEMARK SECURITY AGREEMENT

## 1. Symon Communications, Inc.

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Trademark	Jurisdiction	Application Number / Date	Registration Number / Date	Owner	Status
COMMUNITY	U.S. Federal	76/303,883 08/23/01	2,660,740 12/10/02	Symon Communications, Inc.	Registered
FROM THE BREAK ROOM TO THE BOARD ROOM	U.S. Federal	78/410,401 04/29/04	3,177,824 11/28/06	Symon Communications, Inc	Registered
NETLITE II	U.S. Federal	78/241,521 04/24/03	2,978,732 07/26/05	Symon Communications, Inc.	Registered
SYMON	U.S. Federal	75/629,788 01/21/99	2,918,295 01/18/05	Symon Communications, Inc.	Registered
SYMON COMMUNITY	U.S. Federal	78/545,798 01/11/05	3,041,654 01/10/06	Symon Communications, Inc.	Registered
S	U.S. Federal	78/242,384 04/25/03	3,272,757 07/31/07	Symon Communications, Inc	Registered
SYMON DESKVIEW	U.S. Federal	78/406,712 04/22/04	3,094,942 05/23/06	Symon Communications, Inc.	Registered
SYMON VISTA	U.S. Federal	78/229,515 03/25/03	2,857,967 06/29/04	Symon Communications, Inc.	Registered
SYMON VISTA	U.S. Federal	78/212,214 02/07/03	2,853,599 06/15/04	Symon Communications, Inc.	Registered
SYMON ENTERPRISE SERVER	U.S. Federal	78/240,790 04/22/03	2,912,745 12/21/04	Symon Communications, Inc.	Registered

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# 2. <u>Target Vision, Inc.</u>

Trademark	Jurisdiction	Application Number / Date	Registration Number / Date	Owner	Status
ONTARGET	U.S. Federal	76/262,298 05/25/01	2,708,536 04/22/03	Target Vision, Inc.	Registered
EMPLOYEE COMMUNICATION THAT WORKS	U.S. Federal	78/052,527 03/12/01	2,626,689 09/24/02	Target Vision, Inc.	Registered
TARGET VISION	U.S. Federal	76/085,287 07/10/00	2,444,591 04/17/01	Target Vision, Inc.	Registered
ENTERPRISE BY TARGETVISION	U.S. Federal	75/569,157 10/13/98	2,388,503 09/19/00	Target Vision, Inc.	Registered
ENTERPRISE BY TARGETVISION DATARUNNER	U.S. Federal	78/064,085 05/17/01	2,754,355 08/19/03	Target Vision, Inc.	Registered
TARGETVISION	U.S. Federal	76/033,364 04/24/00	2,442,725 04/10/01	Target Vision, Inc.	Registered
ONTARGET WEATHER	U.S. Federal	76/259,483 05/21/01	2,608,247 08/13/02	Target Vision, Inc.	Registered

# 3. August F. Sansone, Inc.

Trademark	Jurisdiction	Application Number / Date	Registration Number / Date	Owner	Status
MESSAGE-LINK	U.S. Federal	74/458,439	1,886,975	August F.	Registered
		11/15/93	04/04/95	Sansone, Inc.	

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**RECORDED: 04/25/2008**