

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Swell Commerce, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Airborne Media LP

Internal

Address: \_\_\_\_\_

Street Address: 200 First Avenue North Street, Suite 203

City: St. Petersburg

State: Florida

Country: USA                                      Zip: 33701

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship Delaware
- Corporation      Citizenship \_\_\_\_\_
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
77215100

B. Trademark Registration No.(s)  
75/855716; 75/983581

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Mandie Smolich

Internal Address: Sidley Austin LLP

Street Address: 555 West Fifth Street, 40th Floor

City: Los Angeles

State: CA                                      Zip: 90013

Phone Number: 213-896-6147

Fax Number: 213-896-6600

Email Address: mamolich@sidley.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

**9. Signature:**

Mandie Smolich

Signature

5/16/08

Date

Mandie Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 501597 77215100

### **Trademark Security Agreement**

**Trademark Security Agreement**, dated as of May 15, 2008, by SWELL COMMERCE, INC. (the "Pledgor"), in favor of AIRBORNE MEDIA LP, in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Loan and Security Agreement dated as of May 15, 2008 by and among the Pledgor, the Collateral Agent and the Investors from time to time parties thereto (the "Loan and Security Agreement").

#### WITNESSETH:

WHEREAS, the Pledgor is party to the Loan and Security Agreement pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Investors, to enter into the Loan and Security Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement. All other undefined terms contained in this Trademark Security Agreement, unless the context indicates otherwise, have the meanings provided for by the California Uniform Commercial Code to the extent the same are used or defined therein.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Investors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Loan and Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Notes, all accrued and unpaid interest thereon, and all other amounts payable thereunder and

under the Loan and Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

05/15/2008 10:13

#27 Page 02/20

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SWELL COMMERCIAL, INC.,  
a Delaware corporation

By:



Name: Marc Elder

Title: President

Accepted and Agreed:

REBORNE MEDIA LP,  
as Collateral Agent

By:

Name:

Title:

LAT 1176015

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SWELL COMMERCE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Mark Elder

Title: President

Accepted and Agreed:

AIRBORNE MEDIA LP,  
as Collateral Agent

By: Jeffrey A. Berg  
Name: Jeffrey A. Berg  
Title: Chairman

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Swell Commerce, Inc.	75/855716	Swell
Swell Commerce, Inc.	75/983581	Swell

**Trademark Applications:**

Application 77215100 for mark "W/O"