

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
VIANT HOLDINGS, INC.		05/20/2008	CORPORATION: DELAWARE
PPONEXT, INC.		05/20/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77172864	VIANT	
Serial Number:	77379865	VIANT HEALTH PAYMENT SOLUTIONS	
Registration Number:	2689118	PPONEXT	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	33367		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 77172864

Signature:	/pja/
Date:	06/02/2008
Total Attachments: 7 source=Viant Trademark Agreement - 6-2-2008#page1.tif source=Viant Trademark Agreement - 6-2-2008#page2.tif source=Viant Trademark Agreement - 6-2-2008#page3.tif source=Viant Trademark Agreement - 6-2-2008#page4.tif source=Viant Trademark Agreement - 6-2-2008#page5.tif source=Viant Trademark Agreement - 6-2-2008#page6.tif source=Viant Trademark Agreement - 6-2-2008#page7.tif	

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 VIANT HOLDINGS, INC. - DE
 PRONEXT, INC. - DE

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Citicorp North America, Inc.
 Internal Address:
 Street Address: 390 Greenwich Street
 City: New York State: NY Zip: 10013

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Bank

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other :

Execution Date: May 20, 2008

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
 PLEASE SEE ATTACHED

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Penelope J.A. Agoston
 Internal Address: IP Research Plus, Inc.
 Street Address: 21 Tadcaster Circle
 City: Waldorf State: MD Zip: 20602

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):\$

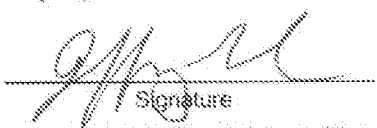
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey Laub _____
 Name of Person Signing

 _____
 Signature

5/21/08 _____
 Date

Total number of pages including cover sheet, attachments, and document: 3
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

SHORT FORM TRADEMARK SECURITY AGREEMENT (the "Agreement"), as of May 20, 2008, between the Loan Parties listed on Schedule I hereto (each, a "Grantor" and collectively, the "Grantors") and CITICORP NORTH AMERICA, INC., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Viant Holdings, Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, Citicorp North America, Inc., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, such Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

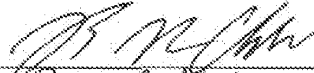
SECTION 4. Governing Law. This Agreement shall be governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VIANT HOLDINGS, INC.,

by

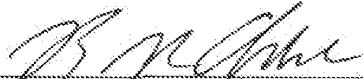


Name: Bryan R. Adel

Title: Senior Vice President, General Counsel
and Corporate Secretary

PFONEXT, INC.,

by

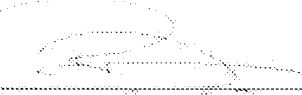


Name: Bryan R. Adel

Title: Senior Vice President, General Counsel
and Corporate Secretary

CITICORP NORTH AMERICA, INC., as
Collateral Agent,

by


Name: *Ron J. Davis*

Title: *Director*

Loan Parties

Viant Holdings, Inc.

ppoNEXT, Inc.

Trademark Applications

Country	Owner	Application No.	Application Date
U.S.	Viant Holdings, Inc.	77/172,864	May 4, 2017
U.S.	Viant Holdings, Inc.	77/379,865	January 24, 2008

Registered Trademarks

Country	Registration No.	Registration Date	Current Owner
U.S.	2,689,118	February 18, 2003	ppoNEXT, Inc.