

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)/Execution Date(s):

Vibrant Media Holdings, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____
Citizenship (see guidelines) Delaware
Execution Date(s) May 13, 2008
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?

Name: Wolfe Fargo Foothill, Inc.

Internal
Address: One Boston Place, Suite 1800

Street Address: _____

City: Boston

State: MA

Country: USA Zip: 02108

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 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) See Attached Schedule I
B. Trademark Registration No.(s) See Attached Schedule I

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: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800 982 7019

Email Address: cts-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 415.00

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

8. Payment information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: *Mercedes Farinas* 5/27/08
Signature Date

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 17

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 77303115

Additional Conveying Party:

Vibrant Media, Inc.
565 Fifth Avenue, 15th Floor
New York, NY 10017

SCHEDULE I**TRADEMARKS**

Mark	Country	App. Number	App. Date	Reg. Number	Reg. Date	Status
BRANDTRACK (and design)	United States	77/303,115	10/12/2007			Pending
INTELLITXT	China (People's Republic Of)	5,608,261	9/15/2006			Pending
INTELLITXT	China (People's Republic Of)	5,608,260	9/15/2006			Pending
INTELLITXT	China (People's Republic Of)	5,608,259	9/15/2006			Pending
INTELLITXT	European Union	005,291,737	9/4/2006	005,291,737	11/7/2007	Registered
INTELLITXT	Japan	2006-81,559	9/1/2006			Pending
INTELLITXT	United States	78/271,611	7/8/2003	2,959,400	6/7/2005	Registered
INTELLITXT	United States	78/623,091	5/4/2005	3,291,691	9/11/2007	Registered
SMARTAD	United States	78/281,511	7/31/2003			Abandoned
VIBRANT	United States	77/302,359	10/11/2007			Pending
VIBRANT MEDIA	China (People's Republic Of)	5,608,264	9/15/2006			Pending
VIBRANT MEDIA	China (People's Republic Of)	5,608,263	9/15/2006			Pending
VIBRANT MEDIA	China (People's Republic Of)	5,608,262	9/15/2006			Pending
VIBRANT MEDIA	European Union	005,291,729	9/4/2006	005,291,729	10/24/2007	Registered
VIBRANT MEDIA	Japan	2006-81,558	9/1/2006			Pending
VIBRANT MEDIA	United Kingdom	2,255,315	12/8/2000	2,255,315	9/12/2001	Registered
VIBRANT MEDIA	United States	77/125,148	3/7/2007			Registered

24463/00600/SF/5228853.3

1048832.1

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of May, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Vibrant Media Holdings, Inc., as parent ("Parent"), Vibrant Media, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security

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Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


[signature page follows]

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

VIBRANT MEDIA HOLDINGS, INC.

By: 
Name: DOUG STEVENSON
Title: CEO

VIBRANT MEDIA, INC.

By: 
Name: DOUG STEVENSON
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By: _____
Name: _____
Title: _____

Signature Page to
Trademark Security
Agreement

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

VIBRANT MEDIA HOLDINGS, INC.

By: _____

Name: _____

Title: _____

VIBRANT MEDIA, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC, as Agent

By:  _____

Name: ERIK R. SAWYER

Title: SVP

Signature Page to
Trademark Security
Agreement

Company Name: Certificate of
Good Standing
UCC Lien Search
Judgment Search
Litigation Search
Tax Lien Search
Federal State

Company Name:	Search State	Level	County Information	Certificate of Good Standing	Tax Lien Search Federal State	UCC Lien Search	Judgment Search	Litigation Search
NEXSTEP, LLC (California Entity)	California	Federal & State	Santa Barbara, CA 93108 Westlake Village, CA 91361					
NEXHEALTH LLC (Delaware Entity)	Delaware	Federal & State	Santa Barbara, CA 93108 Westlake Village, CA 91361					
NEXSPORT LLC (Delaware Entity)	Delaware	Federal & State	Santa Barbara, CA 93108 Westlake Village, CA 91361					
NEXCHEF LLC (Delaware Entity)	Delaware	Federal & State	Santa Barbara, CA 93108 Westlake Village, CA 91361					