

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
Be Free, Inc.		11/14/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as administrative agent
Street Address:	3 Palo Alto Square, Suite 150
Internal Address:	Attn: L. Jamie Riggs
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94306
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2452553	BE FREE
Registration Number:	2452552	BE FREE
Registration Number:	2467112	BFAST
Registration Number:	2813973	BSELECT
Registration Number:	2568949	FASTAPP

CORRESPONDENCE DATA

Fax Number: (213)612-2499

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

Phone: 213-612-2020

Email: lpartmann@orrick.com

Correspondent Name: David Lin

Address Line 1: 777 South Figueroa Street, Suite 3200

Address Line 2: Orrick, Herrington & Sutcliffe LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

900121187

TRADEMARK
REEL: 003891 FRAME: 0890

CH \$140.00 2452553

ATTORNEY DOCKET NUMBER:	1696-439/1640
NAME OF SUBMITTER:	David Lin
Signature:	/David Lin/
Date:	11/20/2008
<p>Total Attachments: 5</p> <p>source=Grant of Security Interest (Trademarks) Be Free, Inc#page1.tif</p> <p>source=Grant of Security Interest (Trademarks) Be Free, Inc#page2.tif</p> <p>source=Grant of Security Interest (Trademarks) Be Free, Inc#page3.tif</p> <p>source=Grant of Security Interest (Trademarks) Be Free, Inc#page4.tif</p> <p>source=Grant of Security Interest (Trademarks) Be Free, Inc#page5.tif</p>	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 14, 2008 is executed by BE FREE, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of November 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ValueClick, Inc., as the Borrower, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, and any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement or providing Lender Bank Products (as defined in the Credit Agreement))).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, and any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby 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.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
3 Palo Alto Square Suite 150
Palo Alto, California 94306
Attention: L. Jamie Riggs
Tel. No. (650) 846-2423
Fax No. (650) 493-2053

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

BE FREE, INC.

By: 

Name: _____

JOHN P. PITSTICK

Title: _____

CFO

SIGNATURE PAGE TO IP GRANT (TRADEMARKS)

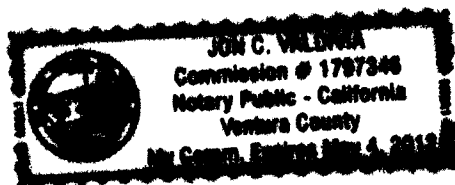
TRADEMARK
REEL: 003891 FRAME: 0894

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Ventura) ss.

On November 13th, 2008, before me, Jon C. Valdivia, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")
personally appeared John Pitstick,
Name of Signer(s)

" personally known to me – OR – " proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Jon C. Valdivia
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer		<hr/> Title or Type of Document
<hr/> Title(s)		<hr/>
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited <input type="checkbox"/> General	<hr/>
<input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____		<hr/> Number of Pages
<hr/>		<hr/> Date of Document
Signer is Representing: Name of Person(s) or Entity(ies) <hr/> <hr/>		<hr/>
<hr/>		<hr/> Signer(s) Other Than Named Above

SIGNATURE PAGES TO IP GRANT (TRADEMARKS)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

NAME	OWNER	COUNTRY	STATUS	REG. NO.	REG. DATE
BE FREE	Be Free, Inc.	United States	REGISTERED	2,452,553	5/22/2001
BE FREE & Design	Be Free, Inc.	United States	REGISTERED	2,452,552	5/22/2001
BFAST	Be Free, Inc.	United States	REGISTERED	2,467,112	7/10/2001
BSELECT	Be Free, Inc.	United States	REGISTERED	2,813,973	2/10/2004
FAST APP	Be Free, Inc.	United States	REGISTERED	2,568,949	5/14/2002

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None