Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse, as Collateral Agent		06/05/2009	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Collateral Agent	
Street Address:	50 South Sixth Street	
Internal Address:	Suite 1290	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	Federal Savings Bank: UNITED STATES	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3224015	FIERCEVOIP
Registration Number:	3212343	FIERCECIO
Registration Number:	3210286	FIERCEFINANCE
Registration Number:	3118687	FIERCEMARKETS
Registration Number:	2996506	FIERCEBIOTECH

CORRESPONDENCE DATA

900140023

(617)526-9899 Fax Number:

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

Phone: 6175269600

Email: cslattery@proskauer.com

Correspondent Name: **Christine Slattery** Address Line 1: Proskauer Rose LLP Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

TRADEMARK

REEL: 004036 FRAME: 0272

ATTORNEY DOCKET NUMBER:	77401/002
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	08/03/2009
Total Attachments: 5 source=Feb 15 IP Agree#page1.tif source=Feb 15 IP Agree#page2.tif source=Feb 15 IP Agree#page3.tif source=Feb 15 IP Agree#page4.tif source=Feb 15 IP Agree#page5.tif	

TRADEMARK REEL: 004036 FRAME: 0273

ASSIGNMENT OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT dated as of June 5, 2009, from Credit Suisse, as initial collateral agent (the "<u>Initial Collateral Agent</u>"), to Wilmington Trust FSB, as successor collateral agent (together with its successors and assigns, the "<u>Successor Collateral Agent</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Intellectual Property Security Agreement, dated as of February 15, 2008 (the "IP Security Agreement"), by FierceMarkets, Inc., a Delaware corporation (the "Grantor") in favor of the Initial Collateral Agent, the Grantor granted a security interest to the Initial Collateral Agent in certain Collateral including the (i) Trademarks set forth on Schedule I thereto, (ii) the Patents set forth on Schedule II thereto and (iii) the Copyrights set forth on Schedule III thereto; and

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on February 19, 2008, at Reel 003721, Frame 0956; and

WHEREAS, the Initial Collateral Agent has assigned all of its rights, powers and privileges as Collateral Agent under the Second Lien Credit Agreement (as such term is defined in the IP Security Agreement) and the IP Security Agreement to the Successor Collateral Agent; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Assignment, the Initial Collateral Agent hereby acknowledges and agrees as follows:

- 1. <u>Definitions</u>. The terms "Trademarks", "Patents" and "Copyrights" shall have the meanings ascribed to them in the IP Security Agreement, and include, without limitation, those items listed on <u>Schedule A</u>, <u>Schedule B</u> and <u>Schedule C</u> hereto.
- 2. <u>Assignment of Security Interest.</u> The Initial Collateral Agent hereby assigns all of its rights, powers and privileges under the IP Security Agreement, including those respecting the Trademark, Patent and Copyright applications and registrations, to the Successor Collateral Agent.
- 3. <u>Further Assurances</u>. The Initial Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Assignment.

TRADEMARK
REEL: 004036 FRAME: 0274

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Second Lien Intellectual Property Security Interest by its duly authorized officer as of the date first written above.

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

as Existing Agent

Name: Gral

Graham Lawrence

Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

as Existing Agent

y:___

Name:

Bryan J. Matthews

Director

EXHIBIT A

Trademarks

Mark	Reg. Date	Reg. No.
FIERCEVOIP	4/3/07	3,224,015
FIERCEICIO	2/27/07	3,212,343
FIERCEFINANCE	2/20/07	3,210,286
FIERCEMARKETS	7/25/06	3,118,687
FIERCEBIOTECH	9/20/05	2,996,506

EXHIBIT B

Patents

None.

EXHIBIT C

Copyrights

None.

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TRADEMARK
RECORDED: 08/03/2009 REEL: 004036 FRAME: 0278