

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY INTEREST																												
CONVEYING PARTY DATA																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>DIVERSIFIED MERCURY COMMUNICATIONS HOLDING COMPANY, LLC</td> <td></td> <td>04/01/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>DIVERSIFIED MERCURY COMMUNICATIONS, LLC</td> <td></td> <td>04/01/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>DTR ADVERTISING, INC.</td> <td></td> <td>04/01/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>RMG MARKETING, INC.</td> <td></td> <td>04/01/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>MERCURY GLOBAL, INC.</td> <td></td> <td>04/01/2010</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>IMERCURY, LLC</td> <td></td> <td>04/01/2010</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	DIVERSIFIED MERCURY COMMUNICATIONS HOLDING COMPANY, LLC		04/01/2010	LIMITED LIABILITY COMPANY: DELAWARE	DIVERSIFIED MERCURY COMMUNICATIONS, LLC		04/01/2010	LIMITED LIABILITY COMPANY: DELAWARE	DTR ADVERTISING, INC.		04/01/2010	CORPORATION: DELAWARE	RMG MARKETING, INC.		04/01/2010	CORPORATION: DELAWARE	MERCURY GLOBAL, INC.		04/01/2010	CORPORATION: CALIFORNIA	IMERCURY, LLC		04/01/2010	LIMITED LIABILITY COMPANY: CALIFORNIA	
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RECEIVING PARTY DATA																													
Name:	ORIX FINANCE CORP., as Agent																												
Street Address:	1717 Main Street																												
Internal Address:	Suite 1100																												
City:	Dallas																												
State/Country:	TEXAS																												
Postal Code:	75201																												
Entity Type:	CORPORATION: DELAWARE																												
PROPERTY NUMBERS Total: 2																													
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CORRESPONDENCE DATA																													
Fax Number:	(312)863-7806																												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																													
Phone:	312-863-7198																												
Email:	nancy.brougher@goldbergekohn.com																												

OP \$65.00 2850886

900158612

TRADEMARK
REEL: 004178 FRAME: 0134

Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6475.005

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 04/01/2010

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of April 1, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ORIX FINANCE CORP., as Agent (the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Diversified Mercury Communications, LLC, a Delaware limited liability company, and DTR Advertising, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of March 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent, the other Loan Parties party thereto and the Lenders party thereto. Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered in favor of the Agent that certain Guarantee and Collateral Agreement dated as of March 28, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all registered copyrights and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof.

(b) "Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

(c) "Patents" means all of the following in which Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations in part or extensions thereof.

(d) "Patent- License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

(e) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

(f) "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) all of its Patents, if any, and all Patent Licenses, if any, to which it is a party, including those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses, if any, to which it is a party, including those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights, if any, and all Copyright Licenses, if any, to which it is a party, including those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York,

without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Remainder of page intentionally left blank.]

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

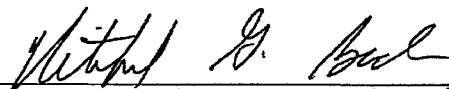
DIVERSIFIED MERCURY COMMUNICATIONS
HOLDING COMPANY, LLC,
a Delaware limited liability company

By: 
Name: MITCHELL G. BADER
Title: EXECUTIVE VICE PRESIDENT

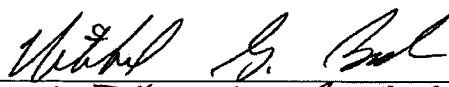
DIVERSIFIED MERCURY
COMMUNICATIONS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DTR ADVERTISING, INC.,
a Delaware corporation

By: 
Name: MITCHELL G. BADER
Title: EXECUTIVE VICE PRESIDENT

RMG MARKETING, INC.,
a Delaware corporation

By: 
Name: MITCHELL G. BADER
Title: EXECUTIVE VICE PRESIDENT

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

DIVERSIFIED MERCURY COMMUNICATIONS
HOLDING COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DIVERSIFIED MERCURY
COMMUNICATIONS, LLC,
a Delaware limited liability company

By: Jeffrey Mandell
Name: JEFFREY MANDELL
Title: CHIEF FINANCIAL OFFICER

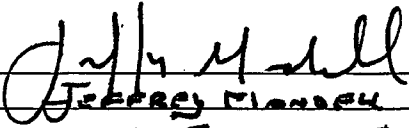
DTR ADVERTISING, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

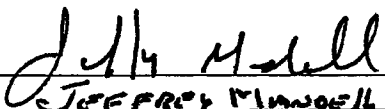
RMG MARKETING, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

MERCURY GLOBAL, INC.,
a California corporation

By: 
Name: JEFFREY MAXWELL
Title: CHIEF FINANCIAL OFFICER

IMERCURY, LLC,
a California limited liability company

By: 
Name: JEFFREY MAXWELL
Title: CHIEF FINANCIAL OFFICER

Schedule A

Patents and Patent Licenses

None.

Schedule B

Trademarks and Trademark Licenses

<u>Trademark</u>	<u>Country</u>	<u>Owner</u>	<u>Registration Number</u>
RESULTS MEDIA GROUP	USA	RMG Marketing, Inc.	No. 2,850,886
CITIZENS MEDICAL	USA	DTR Advertising, Inc.	No. 3,682,459

Schedule C

Copyrights and Copyright Licenses

None.