

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DGI SERVICES, LLC | | 04/28/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | OLD AULTSVILLE, LLC | | |
| Street Address: | 2325 Hurontario Street | | |
| Internal Address: | Unit #421 | | |
| City: | Mississauga, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | L5A 4K4 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3304020 | DIRECT MATCH | |
| Registration Number: | 3052337 | WHERE SMART BUSINESS MAILS | |
| Registration Number: | 2789625 | POSTAL OPTIMIZER | |
| Registration Number: | 3048733 | DIRECT GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)939-5617 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-456-3413 | | |
| Email: | csemmelhack@howardandhoward.com | | |
| Correspondent Name: | Charles A. Semmelhack | | |
| Address Line 1: | 200 South Michigan Avenue | | |
| Address Line 4: | Chicago, ILLINOIS 60201 | | |
| ATTORNEY DOCKET NUMBER: | 105994.00001 | | |

OP \$115.00 3304020

DOMESTIC REPRESENTATIVE

Name: L. Judson Todhunter
Address Line 1: 200 South Michigan Avenue
Address Line 2: Suite 1100
Address Line 4: Chicago, ILLINOIS 60201

| | |
|--------------------|-----------------------|
| NAME OF SUBMITTER: | L. Judson Todhunter |
| Signature: | /L. Judson Todhunter/ |
| Date: | 04/29/2010 |

Total Attachments: 17
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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated April 28, 2010, is by and between DGI Services, LLC, a Delaware limited liability company (together with its successor and assigns, "Borrower"), with its chief executive office at 100 Berkeley Drive, Swedesboro, New Jersey 08085 and Old Aultsville, LLC, a Delaware limited liability company, (together with its successor and assigns, "Secured Party"), having an office at 2325 Hurontario Street, Unit #421, Mississauga, Ontario, Canada L5A 4K4.

WITNESSETH:

WHEREAS, Borrower has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party and Borrower have entered or are about to enter into certain financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Borrower as set forth in the Note and the Security Agreement, each dated of even date herewith, by and among Secured Party, Borrower and certain affiliate(s) of Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Borrower's now

existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Borrower's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrower to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's expense, perform all commercially reasonable acts and execute all documents reasonably necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Borrower further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office necessary or appropriate to evidence or perfect the security interest granted herein.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its reasonable discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to; all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Borrower, shall be payable on demand together with interest at

the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower has given Secured Party prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the reasonable request of Secured Party, Borrower shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Borrower has not abandoned any of the Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Borrower shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Borrower shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Borrower is a party. Borrower shall promptly notify Secured Party if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Borrower, at Borrower's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks during its ownership thereof and Borrower hereby indemnifies and holds Secured

Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Borrower (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Borrower (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Borrower shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Documents and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Borrower or any subsidiary or affiliate of Borrower or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and

Borrower waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Secured Party on demand all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Borrower agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Borrower shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Borrower shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrower to Secured Party set forth in the Loan Agreement.

(f) Borrower shall supply to Secured Party or to Secured Party's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Borrower's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Borrower and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois, whichever Secured Party may elect and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected or related or incidental to the dealings of Borrower and Secured Party in respect of this Agreement or the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Borrower or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Borrower or its property).

(c) Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Borrower in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Borrower shall appear in answer to such process, failing which Borrower shall be deemed in default and judgment may be entered by Secured Party against Borrower for the amount of the claim and other relief requested.

(d) BORROWER AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BORROWER AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Loan Documents.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Borrower: DGI Services, LLC
100 Berkley Drive
Swedesboro, New Jersey 08085
Attention: James Patrick Toobey
Chief Financial Officer
Telephone No.: (856) 241-9400
Telecopy No.: (609) 818-9632

With a copy to: Clark Hill PLC
150 N. Michigan Avenue, Suite 2400
Chicago, IL 60601
Attention: Jeffrey J. Van Winkle
Telephone No.: (616) 608-1113
Telecopy No.: (616) 608-1173

If to Secured Party: Old Aultsville, LLC
2325 Hurontario Street, Unit #421
Mississauga, Ontario, Canada
L5A 4K4
Attention: Linden K. Wells
Telephone No.: (416) 230-3096
Telecopy No.: (905) 279-0889

With a copy to: Howard & Howard Attorneys PLLC
200 South Michigan Avenue, Suite 1100
Chicago, IL 60604
Attention: L. Judson Todhunter, Esq.
Telephone No.: 312.372.4000
Telecopy No.: 312.939.5617

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Borrower and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement"

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Agreement as of the day and year first above written.

DGI SERVICES, LLC

By: _____

Name: _____

Title: _____

OLD AULTSVILLE, LLC

By: *LK Wells* _____

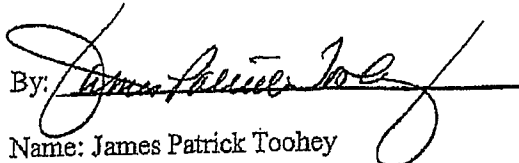
Name: Linden K. Wells

Title: Manager

Signature Page for Trademark Collateral Assignment and Security Agreement - 1

IN WITNESS WHEREOF, Borrower and Secured Party have executed this Agreement as of the day and year first above written.

DGI SERVICES, LLC

By: 

Name: James Patrick Toohey

Title: Chief Financial Officer

OLD AULTSVILLE, LLC

By: _____

Name: Linden K. Wells

Title: Manager

STATE OF _____ }
COUNTY OF _____ } ss.:

On this ___ day of _____, 2010, before me personally came James Patrick Toohey, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of DGI SERVICES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said company.

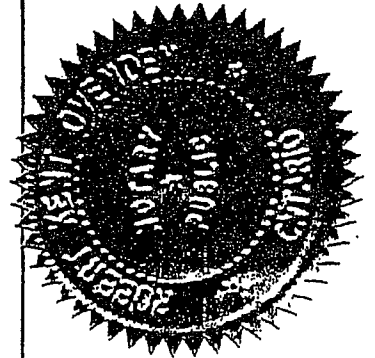
Notary Public

X ^{Provisional}
STATE OF Ohio }
COUNTY OF Peel } ss.:

On this 6th day of April, 2010, before me personally came Linden K. Wells, to me known, who, being duly sworn, did depose and say, that he is the Manager, of OLD AULTSVILLE, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said company.

Robert L. Wells

Notary Public



Signature Page for Trademark Collateral Assignment and
Security Agreement - 2

STATE OF New Jersey)
COUNTY OF Mercer) ss.:

On this 8 day of April 2010, before me personally came James Patrick Toohey, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of DGI SERVICES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said company.

Joann Ness
Notary Public

JOANN NESS
ID # 2285179
~~NOTARY PUBLIC OF NEW JERSEY~~
Commission Expires 3/11/2012



STATE OF _____)
COUNTY OF _____) ss.:

On this ____ day of _____ 2010, before me personally came Linden K. Wells, to me known, who, being duly sworn, did depose and say, that he is the Manager, of OLD AULTSVILLE, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said company.

Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|--|----------------------------|--------------------------|------------------------|
| Direct Match | 3304020 | 10/2/2007 | |
| Where Smart Business Mails | 3052337 | 1/31/2006 | |
| Postal Optimizer  POSTAL OPTIMIZER® | 2789625 | 12/2/2003 | |
| Direct Group Company Logo  | 3048733 | 1/24/2006 | |

| Trademark Application | Application/Serial Number | Application Date |
|--------------------------|------------------------------|---------------------|
| N/A | | |
| | | |
| | | |
| | | |

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF LICENSES

NONE

STATE OF New Jersey)
COUNTY OF Mercer) ss.:

On this 8 day of April 2010, before me personally came James Patrick Toohey, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of DGI SERVICES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said company.

Joann Ness
Notary Public

JOANN NESS
ID # 2285179
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/11/2012