

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Media Temple, Inc.		04/19/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Triangle Mezzanine Fund, LLLP		
Street Address:	3700 Glenwood Drive, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Limited Liability Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2478206	MEDIA TEMPLE	
Registration Number:	3401234	(MT)	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043315792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower 47th Floor		
Address Line 2:	K & L Gates LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2932852.00014TRIANGLECAPI		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$65.00 2478206

Date:

05/07/2010

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) dated as of April 19, 2010 by and among **MEDIA TEMPLE, INC.**, a California corporation (the “**Grantor**”), having its chief executive office at 8520 National Blvd., Building A, Culver City, CA 90232, and **TRIANGLE MEZZANINE FUND, LLLP**, a North Carolina limited liability limited partnership (“**Triangle**”), in its capacity as Agent (in such capacity, and together with its successors and assigns, the “**Agent**”) for the ratable benefit of the Purchasers (as defined below) party to the Senior Subordinated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) by and among the Company, Triangle and GMB Mezzanine Capital, L.P., a Minnesota limited partnership (together with Triangle and any of their successors and assigns, the “**Purchasers**”).

This Agreement is executed pursuant to the terms of (a) the Purchase Agreement and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) executed by the Grantor in favor of the Agent, for the ratable benefit of Purchasers. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent, for the ratable benefit of the Purchasers, a security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a “Statement of Use” or “Amendment to Allege Use”), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

MEDIA TEMPLE, INC.

By: [Signature]
Name: John A. Carey
Title: Secretary CEO

ACKNOWLEDGMENT

STATE OF California
COUNTY OF Los Angeles

I, a Notary Public for the County and State aforesaid, do hereby certify that the foregoing instrument was voluntarily executed for the purposes therein stated by John A. Carey, who personally appeared before me this day and acknowledged that he is the Secretary of **MEDIA TEMPLE, INC.**, a California corporation, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation, and is personally known to me or has produced CA Driver License as identification.

Witness my hand and official seal this 13 day of April, 2010.

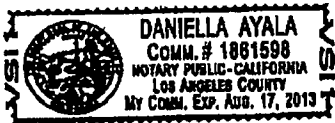
By: Notary Public in and for the State of California

Printed Name: Daniella Ayala

My Commission Expires: August 17, 2010

(Affix Notary Seal)

[Signature]

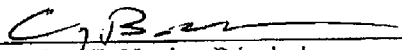


[Trademark Security Agreement - Media Temple, Inc.]

Agreed and Accepted as of the 19th day of April, 2010.

TRIANGLE MEZZANINE FUND, LLLP, as Agent

By: New Triangle GP, LLC, its General Partner
By: Triangle Capital Corporation, its Manager

By: 
Cary B. Nordan, Principal

[Trademark Security Agreement – Media Temple, Inc.]

TRADEMARK
REEL: 004201 FRAME: 0372

Schedule A to Trademark Security Agreement

TRADEMARKS

Mark	Registration Number	Registration Date	Country
Media Temple	2,478,206	8/14/2001	US
(mt)	3,401,234	3/25/2008	US

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES