

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
ChoiceStream, Inc.		06/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AT&T Media Holdings, Inc.		
Street Address:	208 S. Akard Street, 32nd Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2741270	CHOICESTREAM	
Registration Number:	2807856	MYBESTBETS	
Registration Number:	3378718	REALRELEVANCE	
Registration Number:	3356427	NOW CONSUMER	
Registration Number:	3657301	REALRELEVANCE	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-8000		
Email:	cholland@fulbright.com		
Correspondent Name:	Linda M. Merritt		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	10912864 (AT&T)		

OP \$140.00 2741270

900165441

**TRADEMARK
 REEL: 004230 FRAME: 0665**

NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	06/24/2010
Total Attachments: 8 source=Choicestream - AT&T - IP Security Agreement#page1.tif source=Choicestream - AT&T - IP Security Agreement#page2.tif source=Choicestream - AT&T - IP Security Agreement#page3.tif source=Choicestream - AT&T - IP Security Agreement#page4.tif source=Choicestream - AT&T - IP Security Agreement#page5.tif source=Choicestream - AT&T - IP Security Agreement#page6.tif source=Choicestream - AT&T - IP Security Agreement#page7.tif source=Choicestream - AT&T - IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 23, 2010 (this "**IP Security Agreement**"), is made by ChoiceStream, Inc., a Delaware corporation (the "**Grantor**"), in favor of AT&T Media Holdings, Inc., a Delaware corporation (the "**Lead Lender**"), the Stephen G. and Rosemarie T. Johnson Trust U/T/A dated 1/24/96 ("**JFT**"), Sutter Hill Ventures, a California limited partnership ("**SHV**"), and Sutter Hill Associates, LLC, a California limited liability company ("**SHA**" and, together with SHV, JFT and the Lead Lender, individually, a "**Secured Party**" and collectively, the "**Secured Parties**").

WHEREAS, the Grantor has entered into a Loan Agreement, dated as of the date hereof (the "**Loan Agreement**"), with the Secured Parties, pursuant to which the Secured Parties will advance certain sums to the Grantor in accordance with the terms of the Loan Agreement; and

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into that certain Security Agreement, dated as of the date hereof (the "**Security Agreement**"), with and for the benefit of the Secured Parties; and

WHEREAS, terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has 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, in consideration of the mutual promises contained herein, in the Loan Agreement and in the Security Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, as an inducement to and condition of Secured Parties to lend to the Grantor certain monies pursuant to the Loan Agreement, the Grantor hereby covenants and agrees as follows:

1. **Grant of Security.** The Grantor hereby grants to the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

(a) (i) the letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country (including, without limitation, 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 thereof or any other country) that are set forth in Schedule A hereto (together with the patents described in clause (iv) of this Section 1(a), the "**Patents**"); (ii) all reissues, divisions, continuations, renewals, continuations-in-part or extensions of Patents; (iii) all petty patents, divisionals and patents of addition with respect to Patents; (iv) all patents to issue in any patent applications set forth on Schedule A; (v) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Patents, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (vi) rights to sue for past, present and future infringements of any Patent;

(b) (i) the trademark and service mark registrations, all registrations and recordings thereof and all applications in connection therewith (including, without limitation, 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 thereof or any other country) that are set forth in Schedule B (collectively, the “**Marks**”) (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law); (ii) any reissues, extensions or renewals thereof; (iii) the goodwill of the business symbolized by or associated with the Marks; (iv) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (v) rights to sue for past, present and future infringements of the Marks; and

(c) (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any state thereof or any other country, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”); (ii) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country; (iii) any continuations, renewals or extensions thereof; (iv) any registrations to be issued in any pending applications, and shall include any right or interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (as a work for hire for the benefit of the Grantor) or acquired by the Grantor, in whole or in part; (v) prior versions of works covered by copyright and all works based upon, derived from or incorporating such works; (vi) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (vii) rights to sue for past, present and future infringements of any copyright; and (viii) any other rights corresponding to any of the foregoing rights throughout the world.

2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as defined in the Loan Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

4. Miscellaneous.

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

4.2 Waivers; Modifications. None of the terms or provisions of this IP Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Grantor and the Lead Lender.

4.3 Termination of this Security Agreement. Subject to Section 9 of the Security Agreement, this IP Security Agreement shall terminate upon the termination of the Security Agreement.

4.4 Successor and Assigns. This IP Security Agreement and all obligations of the Grantor hereunder shall be binding upon the successors and assigns of the Grantor, and shall, together with the rights and remedies of each Secured Party hereunder, inure to the benefit of such Secured Party, any future holder of any of the Secured Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Parties hereunder.

4.5 Governing Law. In all respects, including all matters of construction, validity and performance, this IP Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws, except to the extent that the UCC provides for the application of the law of a different jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

ADDRESS OF THE GRANTOR:

210 Broadway, 4th Floor
Cambridge, MA 02139

CHOICESTREAM, INC., as the Grantor

By: *Doug P. Feick*

Name: *Douglas P. Feick*

Title: *EVP, Business Affairs + GC*

**TAXPAYER IDENTIFICATION NUMBER
OF THE GRANTOR:**

04-3513475

**JURISDICTION OF ORGANIZATION OF
THE GRANTOR:**

Delaware

SCHEDULE A

PATENTS

{See Attached}

CHOICESTREAM, INC.
LIST OF PATENTS AND PATENT APPLICATIONS

(Rev. 06/03/10)

Jurisdiction	Title	Application Status	App Number	Filing Date	Patent Number	Issue Date	Expiration Date
Canada	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Pending	2496278	19-Aug-2003			
Europe	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Published	3788641.3	19-Aug-2003			
India	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Granted	706/DELNP/2005	19-Aug-2003	238762	18-Feb-2010	
Israel	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Published	166970	19-Aug-2003			
Japan	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Abandoned	2005-502068	19-Aug-2003			
S. Korea	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Pending	10-2005-7002872	19-Aug-2003			
PCT	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	NAT. PHASE	PCT/US03/25933	19-Aug-2003			
US	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Abandoned	10/643,439	19-Aug-2003			
US	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Abandoned	11/488,416	18-Jul-2006			
US	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Published	12/431,316	28-Apr-2009			
US	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Expired	60/404,419	19-Aug-2002			
US	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Expired	60/422,704	31-Oct-2002			
US	STATISTICAL PERSONALIZED RECOMMENDATION SYSTEM	Expired	60/448,596	19-Feb-2003			
US	PERSONALIZED SHOPPING SYSTEMS	Pending	11/968,945	03-Jan-2008			
US	PERSONALIZED SHOPPING	Expired	60/883,373	04-Jan-2007			
US	RECOMMENDATION JITTER	Pending	11/968,960	03-Jan-2008			
US	RECOMMENDATION JITTER	Expired	60/883,372	04-Jan-2007			
US	MUSIC RECOMMENDATION SYSTEMS	Pending	11/968,999	03-Jan-2008			
US	MUSIC RECOMMENDATION	Expired	60/883,374	04-Jan-2007			
Canada	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Pending	2613200	28-Jun-2006			
Europe	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Published	6785883.7	28-Jun-2006			
India	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Pending	237/KOLNP/2008	28-Jun-2006			
Israel	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Pending	186391	28-Jun-2006			
Japan	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Published	2008-519579	28-Jun-2006			
S. Korea	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Pending	10-2008-7001722	28-Jun-2006			
PCT	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	NAT. PHASE	PCT/US2006/025441	28-Jun-2006			
US	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Published	11/477,163	28-Jun-2006			
US	METHODS AND APPARATUS FOR A STATISTICAL SYSTEM FOR TARGETING ADVERTISEMENTS	Expired	60/694,661	28-Jun-2005			28-Jun-2006
US	PERSONALIZED ADVERTISING AND RECOMMENDATION	Pending	61/242,067	14-Sep-2009			14-Sep-2010
US	DIRECT OPTIMIZATION	Unfiled - currently being drafted					

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SCHEDULE B

MARKS

<i>Mark</i>	<i>Registration Number</i>	<i>Registration Date</i>
CHOICESTREAM	2741270	July 29, 2003
MYBESTBETS	2807856	January 27, 2004
REALRELEVANCE	3378718	February 5, 2008
NOW CONSUMER	3356427	December 18, 2007
REALRELEVANCE	3657301	July 21, 2009

SCHEDULE C

COPYRIGHTS

The Grantor has not registered any of its copyrights with the U.S Copyright Office.