

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
Media Spectrum, Inc.		06/03/2010	CORPORATION: DELAWARE
Ruscode Incorporated		06/03/2010	CORPORATION: DELAWARE
Scott W Killoh		06/03/2010	INDIVIDUAL: UNITED STATES
Harry J Flood		06/03/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Middlesex Savings Bank		
Street Address:	120 Flanders Road		
City:	Westborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01581		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2993967	MEDIASPECTRUM	
Registration Number:	3003443	MEDIASPECTRUM	
CORRESPONDENCE DATA			
Fax Number:	(617)946-4801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-946-4830		
Email:	bosipto@seyfarth.com		
Correspondent Name:	Brian L. Michaelis		
Address Line 1:	Two Seaport Lane - Suite 300		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2028		
ATTORNEY DOCKET NUMBER:	33909-1		

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**TRADEMARK
 REEL: 004257 FRAME: 0514**

NAME OF SUBMITTER:	Brian L. Michaelis
Signature:	/s/BLM/
Date:	08/10/2010
Total Attachments: 4 source=33909securityagree#page1.tif source=33909securityagree#page2.tif source=33909securityagree#page3.tif source=33909securityagree#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Agreement*"), is entered into as of June 3, 2010 by MEDIASPECTRUM, INC., a Delaware corporation (the "*Borrower*") and each Guarantor listed on Schedule II hereto (collectively, the "*Guarantors*," and together with the Borrowers, the "*Grantors*"), in favor of MIDDLESEX SAVINGS BANK (the "*Lender*"), for the benefit of itself and the other Secured Parties (as such term is defined in the Loan Agreement referred to below) (in such capacity, and together with its successors in such capacity, the "*Secured Party*").

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of June 3, 2010 (as amended from time to time, the "*Security Agreement*") in favor of the Secured Party pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party, for the benefit of the Secured Parties, to enter into Loan Agreement, the Grantors hereby agree with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Lenders a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) Goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.


SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[Signature Page Follows]


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


GRANTORS

MEDIASPECTRUM, INC.

By: 
Name: SCOTT KILLOH
Title: CEO

RUSCODE INCORPORATED

By: 
Name: SCOTT KILLOH
Title: CEO


Name: Harry J. Flood


Name: Scott W. Killoh

Schedule I

USPTO Registered Marks:

1. MEDIASPECTRUM (word mark version), Reg. No. 2993967, for "COMPUTER SOFTWARE, NAMELY SOFTWARE FOR THE MEDIA AND PUBLISHING INDUSTRIES WHICH PLACES, PRODUCES, TRACKS AND DISTRIBUTES MULTICHANNEL ADVERTISING FOR THE PURPOSE OF INCREASING ADVERTISING SALES AND GENERATING NEW REVENUE FROM PORTALS AND SEARCH ENGINES, AND USER'S MANUALS DISTRIBUTED THEREWITH" in Class 009. Filing date: July 12, 2004; registration date: September 13, 2005.

2. MEDIASPECTRUM (stylized version), Reg. No. 3003443, for "COMPUTER SOFTWARE, NAMELY SOFTWARE FOR THE MEDIA AND PUBLISHING INDUSTRIES WHICH PLACES, PRODUCES, TRACKS AND DISTRIBUTES MULTICHANNEL ADVERTISING FOR THE PURPOSE OF INCREASING ADVERTISING SALES AND GENERATING NEW REVENUE FROM PORTALS AND SEARCH ENGINES, AND USER'S MANUALS DISTRIBUTED THEREWITH" in Class 009. Filing date: July 12, 2004; registration date: October 4, 2005.

Schedule II

Ruscode Incorporated

Scott W. Killoh

Harry J. Flood