

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
Metrics Marketing Group, LLC		08/25/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as administrative agent		
Street Address:	90 South Seventh Street		
Internal Address:	MAC N9305-051		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77960855	ATOM	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-766-6911		
Email:	scarlson@faegre.com		
Correspondent Name:	Susan Carlson		
Address Line 1:	90 South 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
Signature:	/e/ Susan Carlson		
Date:	08/26/2010		

OP \$40.00 77960855

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 25, 2010, is made by and between Metrics Marketing Group, LLC, an Ohio limited liability company (the “**Debtor**”), and Wells Fargo Bank, National Association, a national banking association (“**Wells Fargo**”), as administrative agent (in such capacity, the “**Secured Party**”) for the Lender Parties, as defined in the Credit Agreement described below.

Northwest Mailing Service, Inc., an Illinois corporation (“**Northwest Mailing**”), Linden-Taylor Corp., an Illinois corporation (“**Linden-Taylor**”), the Secured Party, Wells Fargo, as letter of credit issuer (in such capacity, the “**Letter of Credit Issuer**”), and the Lenders, as defined therein, are parties to a Credit Agreement dated as of July 9, 2009, as amended by the First Amendment to Credit Agreement (the “**First Amendment to Credit Agreement**”) dated as of August 9, 2010, by and among Northwest Mailing, Linden-Taylor, the Debtor, the Secured Party, the Letter of Credit Issuer and the Lenders (as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

As a condition to entering into the First Amendment to Credit Agreement, the Lender Parties required the execution and delivery by the Debtor of a Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of August 9, 2010, pursuant to which the Debtor granted the Secured Party a security interest in substantially all of the Debtor’s personal property.

In connection therewith, the Debtor is required to execute this Agreement and deliver the same to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.**

Terms defined in or pursuant to the Credit Agreement or the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Credit Agreement or the Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“**Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks.
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.

- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Obligations, the Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby grant and create) a security interest in the Trademark Collateral. Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1501(c) or 15 U.S.C. § 1501(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral.

3. Representations and Warranties.

The Debtor represents and warrants that the Debtor owns each of the Specified Trademarks, free and clear of any Lien other than Permitted Liens.

4. Special Provisions Regarding Trademarks.

(a) *Management of Trademarks.* Prior to the occurrence of an Event of Default, except as otherwise expressly provided, the Debtor may control and manage the Trademarks, and may receive and use the income, revenue, profits, and royalties that arise from the use of the Trademarks, in the same manner and to the same extent as if this Agreement had not been entered into. The Debtor shall give the Secured Party prompt notice of any material change in the status of, or any known, suspected or claimed invalidity or unenforceability of, any Trademark or the Debtor’s rights thereunder.

(b) *Impairment of Trademarks.* The Debtor will not (nor permit any licensee or sublicensee to) do any act or knowingly omit to do any act whereby any material portion of any Trademark, or the rights and remedies available to the Debtor with respect thereto, may become invalidated or otherwise impaired. The Debtor (either itself or through licensees) will employ each Trademark material to its business.

(c) *Assignment of Trademarks.* The Debtor will not make any assignment or agreement in conflict with the Secured Party’s security interest in the Trademarks, including but not limited to any license thereof, except that, until the occurrence of an Event of Default and the

revocation by the Secured Party of the Debtor's right to do so, the Debtor may grant non-exclusive licenses in the ordinary course of business.

(d) *Protection of Trademarks.* The Debtor will at its own expense (i) pursue each application constituting a Trademark, and (ii) enforce, protect, defend and maintain each Trademark. Without limiting the generality of the foregoing, the Debtor will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof. Notwithstanding the foregoing, unless otherwise directed by the Secured Party, the Debtor shall have no obligation under this paragraph (d) with respect to any Trademark to the extent that (i) the Debtor has not used such Trademark in its business in the preceding twelve (12) months or (ii) the Debtor reasonably determines that such Trademark is not material to the conduct of its business or operations and does not constitute a material asset of the Debtor's business; *provided, however*, that the Debtor shall notify the Secured Party of any such determination at least forty-five (45) days in advance of when such actions would need to be taken to pursue such application, or to otherwise enforce, protect, defend or maintain such Trademark, so as to allow the Secured Party to direct that such actions be taken or to take such actions (at the Debtor's expense) in accordance with Section 4(j) of the Security Agreement.

5. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

6. Termination of Security Interest.

Upon payment in full of all Obligations and the termination of all Commitments, this Agreement and the security interest granted hereby shall automatically terminate and all of the Secured Party's rights to the Trademark Collateral shall revert to the Debtor. Upon any such termination and at the written request of the Debtor, the Secured Party shall return to the Debtor any tangible evidence of the Trademark Collateral in the Secured Party's possession, and execute and deliver to the Debtor, at the sole cost and expense of the Debtor, such documents or instruments as the Debtor shall reasonably request to evidence such termination. Any reversion or return of the tangible evidence of the Trademark Collateral upon termination of this Agreement and any instruments of transfer or termination shall be at the sole cost and expense of the Debtor and shall be without warranty by, or recourse on, the Secured Party.

7. Release of Collateral.

The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and the Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of the Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the Required Lenders shall

have consented to such sale or disposition in accordance with the terms of the Credit Agreement, or (c) if such release has been approved by the Required Lenders in accordance with Section 9.2 of the Credit Agreement. Any instruments delivered hereunder shall be at the sole cost and expense of the Debtor and shall be without warranty by, or recourse on, the Secured Party.

8. Governing Law.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Minnesota.

Signature pages follow

[Handwritten signature]

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OFFICIAL SEAL
BRENDA S. KLOTZ
Notary Public - State of Illinois
Commission Expires June 27 2013

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: Michael J. McGroarty
Name: Michael J. McGroarty
Title: Vice President

STATE OF MINNESOTA }
COUNTY OF HENNEPIN }

The foregoing instrument was acknowledged before me this 10 day of August, 2010 by Michael J. McGroarty, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of said national banking association.

Jonell F. Nallick
Notary Public



TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
77960855	Pending	March 17, 2010	Pending

United States - State

State	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
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None.

Foreign

Country	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
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None.