

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
theMediaDash.com, Inc.		07/16/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BlueCrest Venture Finance Master Fund Limited		
<b>Street Address:</b>	South Church Street		
<b>Internal Address:</b>	PO Box 309, Uglan House		
<b>City:</b>	George Town		
<b>State/Country:</b>	CAYMAN ISLANDS		
<b>Entity Type:</b>	Limited Company: CAYMAN ISLANDS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78878692	SOFTWARE MEDIA EXCHANGE	
<b>Serial Number:</b>	78878703	SWMX SOFTWARE MEDIA EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 773 5700		
<b>Email:</b>	kmoore@orrick.com		
<b>Correspondent Name:</b>	Beth M. Goldman		
<b>Address Line 1:</b>	405 Howard Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	18664.3		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

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Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Chelseaa E.L. Bush
Signature:	/Chelseaa E.L. Bush/
Date:	10/08/2010

Total Attachments: 3  
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**ATTACHMENT 2  
TO SECURITY AGREEMENT**

**GRANT OF SECURITY INTEREST**

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of July 16, 2010, is executed by theMediaDash.com, Inc., a Delaware corporation ("Grantor"), in favor of BlueCrest Venture Finance Master Fund Limited, a Cayman Islands limited company ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of July 16, 2010 (the "Loan Agreement"), by and between Grantor and Lender, the Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein

B. Pursuant to the Loan Agreement, Grantor granted to Lender a valid, first priority continuing security interest and lien upon Grantor's Intellectual Property comprising all of Grantor's Trademarks and the goodwill associated therewith.

C. Grantor and Lender wish to enter into this Grant of Security Agreement further to formalize and confirm the grant of the security interest from Grantor to Lender in the Intellectual Property.

D. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered or pending in the United States Patent and Trademark Office (collectively, the "Trademarks").]

E. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of July 16, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

F. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:

BlueCrest Venture Finance Master Fund Limited  
PO Box 309, Uglan House  
South Church Street  
George Town, Cayman Islands  
Attention: Legal Department

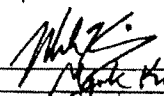
with a copy to:

BlueCrest Venture Finance Master Fund Limited  
c/o 225 West Washington Street  
Suite 200  
Chicago, IL 60606  
Attention: Robert Nagy  
Tel. No.: (312) 368-4973  
Fax No.: (312) 443-0126

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed  
as of the day and year first above written.

**GRANTOR**

theMediaDash.com, Inc.,  
a Delaware corporation

By:   
Name: Mark King  
Title: Chairman

OHS West:280963256.2

SCHEDULE 1-A  
TO GRANT OF SECURITY INTEREST

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>	<u>Registration Number</u>	<u>Status</u>
Softwave Media Exchange	78/878,692		3324222	
SWMX Softwave Media Exchange	78/878,703		3324223	