

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
Alloy, Inc.		11/09/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One Bryant Park
Internal Address:	NY1-100-32-05
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Federally Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2873155	ALLOY
Registration Number:	3049233	ALLOY
Registration Number:	3117011	ALLOY MEDIA + MARKETING
Registration Number:	3100259	ALLOY OUT-OF-HOME
Registration Number:	2688156	ALLOYBOOKS
Registration Number:	2688157	ALLOYBOOKS
Registration Number:	3293339	SCONEX

CORRESPONDENCE DATA

Fax Number: (617)574-7659
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-574-4153
 Email: lbillone@goulstonstorrs.com
 Correspondent Name: Lisa Billone
 Address Line 1: 400 Atlantic Avenue

OP \$190.00 2873155

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:

Lisa Billone

Signature:

/Lisa Billone/

Date:

11/30/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2010 (this "Agreement"), is made by ALLOY, INC. (the "Grantor"), in favor of Bank of America, N.A., as administrative agent (in such capacity, "Agent") for the Secured Parties under (and as defined in) that certain Credit Agreement, dated as of the date hereof (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among Lexington Merger Sub Inc., a Delaware corporation ("Initial Borrower"), Alloy Media Holdings, L.L.C., a Delaware limited liability company ("Holdings"), and each other signatory hereto, the lending institutions which are or may become parties thereto (hereinafter, collectively, the "Lenders") and Agent.

WHEREAS, Agent and Lenders have agreed to provide to Initial Borrower a term loan and a revolving credit facility (with a letter of credit sublimit and swing line sublimit) pursuant to the Credit Agreement; and

WHEREAS, it is a condition precedent to Agent's and Lenders' willingness to enter into the Loan Documents (as defined in the Credit Agreement) and to make any loans or otherwise extend credit to Borrower thereunder that the Grantor, and the Grantor wishes to, execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement in order to, among other things, expressly and unconditionally grant to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and Lien (as defined in the Credit Agreement) on, and pledge and assign to Agent, for the benefit of the Secured Parties, all of the Collateral (as defined herein) to secure the performance and payment in full of the Secured Obligations (as defined herein), as provided herein;

WHEREAS, the Grantor is party to the Security Agreement, dated as of November 9, 2010, in favor of Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents as aforesaid and to make any loans or otherwise extend credit to Borrower thereunder, and to secure the Secured Obligations, the Grantor agrees with Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.
2. Grant of Security Interest in Trademark Collateral. The Grantor hereby unconditionally and expressly grants to Agent, for the benefit of the Secured Parties, a continuing, first priority security interest in, and Lien on, and pledges and assigns to Agent, for the benefit of the Secured Parties, all of the following Collateral (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all Trademarks, including any of the foregoing set forth on Schedule IA hereto;

(b) all Trademark Licenses including any of the foregoing set forth on Schedule IB hereto; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such intellectual property, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent and other Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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 of conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

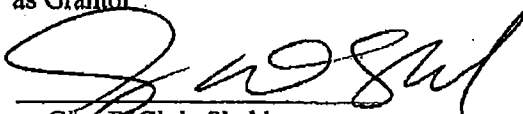
5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Very truly yours,

ALLOY, INC.,
as Grantor

By: 

Name: Gina DiGioia Sheldon

Title: Secretary and Chief Legal Officer

[Signature Page to Trademark Security Agreement]

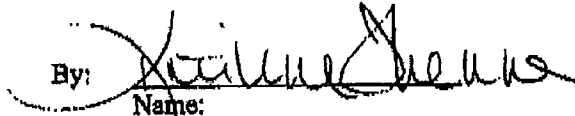
ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:

Name:

Title:



CHRISTINE THIENNES
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004422 FRAME: 0779

SCHEDULE IA
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

[Include Owner, Registration/Application Number and Date]

Registered Trademarks, Service Marks and Trademark Applications

Loan Party	Trademark	Registration or Serial No.
ALLOY, INC.	ALLOY	Reg. No. 2873155
ALLOY, INC.	ALLOY	Reg. No. 3049233
ALLOY, INC.	ALLOY MEDIA + MARKETING	Reg. No. 3117011
ALLOY, INC.	ALLOY OUT-OF-HOME	Reg. No. 3100259
ALLOY, INC.	ALLOYBOOKS	Reg. No. 2688156
ALLOY, INC.	ALLOYBOOKS (design)	Reg. No. 2688157
ALLOY, INC.	SCONEX	Reg. No. 3293339

SCHEDULE IB

TO

TRADEMARK SECURITY AGREEMENT

EXCLUSIVE TRADEMARK LICENSES

[Include complete legal description of agreement (name of agreement, parties and date)]