

TO: ROBIN CARLUCCI COMPANY: 500 NORTH DEARBORN, SUITE 200

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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12/09/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Multi-Ad Solutions, LLC		12/03/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	124 S.W. Adams Street
City:	Peoria
State/Country:	ILLINOIS
Postal Code:	61602
Entity Type:	National Association: U.S.

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1719930	MULTI-AD CREATOR

CORRESPONDENCE DATA

Fax Number: (312)755-5720
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: rcarlucci@ksc-law.com
 Correspondent Name: Robin Carlucci
 Address Line 1: 500 North Dearborn, Suite 200
 Address Line 4: Chicago, ILLINOIS 60654

NAME OF SUBMITTER:	Robin Carlucci
Signature:	/Robin Carlucci/
Date:	12/09/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 3, 2010, by MULTI-AD SOLUTIONS, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (together with its Affiliates and their respective successors and assigns, the "Bank"). For good and valuable consideration, the Grantor agrees as follows:

RECITALS

A. Pursuant to the terms and conditions of a Secured Credit Agreement dated of even date herewith by and among the Grantor, Multi-Ad Services, Inc., an Illinois corporation, and MA Stock Acquisition, LLC, a Delaware limited liability company (said limited liability companies and corporation, together with their respective successors and assigns, being herein the "Borrowers") and the Bank (as from time to time amended, modified, restated or supplemented, the "Credit Agreement"), the Bank proposes to extend certain credit facilities to Borrowers.

B. As a condition to extending such credit facilities to the Borrowers, the Bank has required that the Grantor grant to the Bank a security interest in the Trademark Collateral hereafter described.

AGREEMENT

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Credit Agreement.

2. Grant of Security Interest. To secure the payment and performance of all indebtedness and other obligations and liabilities of the Borrowers to the Bank of every kind and description, whether direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising under or in connection with the Credit Agreement and the Related Documents, the Grantor hereby grants to the Bank a security interest in all of its rights, titles and interests in the United States and throughout the world, in and to:

- (a) all of its currently owned or hereafter acquired trademarks, registrations of trademarks and use-based applications for trademark registration pending before the United States Patent and Trademark Office, together with the goodwill of the business symbolized by such trademarks, including, without limitation, those United States trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof,
- (b) all currently owned or hereafter acquired trademarks, registration of trademarks and use based applications for trademark registration pending before the trademark offices of foreign countries including, without limitation, those United States registrations and trademark applications listed on Schedule A.

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- (c) all income, royalties, damages and payments now and hereafter due and/or payable under or based on such trademarks, and
- (d) all rights to sue, collect and retain damages and payments for past and future infringements and violation of the rights thereof.

The trademarks, registrations of trademarks and use-based applications for trademark registrations set forth at (a) and (b) of this section are herein collectively referred to as the "Trademarks" and the Trademarks and the rights and interests set forth in clauses (a), (b), (c) and (d) are herein collectively referred to as the "Trademark Collateral". Notwithstanding anything to the contrary herein or in the Credit Agreement or any other Loan Document, the collateral herein and under such other documents shall not include any "intent to use" trademark applications for which a statement of use has not been filed (until such statement is filed and has been accepted, at which time such applications shall automatically become collateral).

3. Relationship with Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Bank pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Representations and Warranties. The Grantor represents and warrants to the Bank that:

- (a) The Grantor is the present owner of the entire right, title and interest in and to the Trademark Collateral and, to the best of the Grantor's knowledge, the Grantor has good and indefeasible title thereto.
- (b) The Trademark Collateral is free and clear of all security interests, liens and encumbrances, except Permitted Liens.
- (c) The Grantor has not granted any licenses, rights or privileges in or to the Trademark Collateral to any Person except the Bank, except Permitted Liens.
- (d) To the best of the Grantor's knowledge, the Grantor may use the Trademarks free and clear of the infringement of the rights of others.
- (e) As of the date hereof, the Grantor has not commenced or threatened to commence against any Person, and there is not pending, any suit or other proceeding seeking to enforce or alleging a violation of any Trademark or any of the Grantor's rights therein.
- (f) No Person has commenced or, to the best of the Grantor's knowledge, has threatened to commence any suit or other proceeding alleging that any of the Trademarks is unenforceable or violates any right or interest of such Person.

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(g) The Trademarks constitute all of the registrations and applications for trademarks in the United States and foreign countries owned by the Grantor as of the date hereof.

(h) The Grantor has not and will not assign, transfer, hypothecate, or grant a security interest in, any of the Trademark Collateral, except Permitted Liens, or make any agreement or assignment in conflict with this Agreement.

(i) To the best of the Grantor's knowledge, the Trademark registrations set forth in Schedule A are valid and enforceable.

5. Maintenance and Enforcement of Trademark Collateral. The Grantor shall not take any action, or permit any action to be taken by others subject to the Grantor's control, including licensees, or fail to take any action regarding any matter of which the Grantor has knowledge, which would affect the validity and enforcement of any of the Trademark Collateral, or impair the value of any of the Trademark Collateral or the goodwill of the business associated therewith, except that the Grantor may discontinue or abandon the use of any of the Trademark Collateral and any applications and registrations therefor if it determines that, in its reasonable business judgment, such discontinuance or abandonment is desirable or necessary. Subject to the other provisions of this Agreement, the Grantor shall assume and continue, at its own cost and expense, through counsel of its own choice and reasonably acceptable to the Bank, full and complete responsibility for the prosecution, issuance, enforcement, maintenance, renewal or any other actions in connection with the Trademarks.

6. Notice of Proceedings. The Grantor promptly shall notify the Bank, in writing, of any suit, action or proceeding which relates to, is concerned with or affects any of the Trademark Collateral or alleges infringement of another trademark by any of the Trademarks, if in either case an adverse decision could reasonably be expected to have a material adverse effect on any material item or portion of the Trademark Collateral or on the Grantor's rights therein, and the Grantor shall, on written request of the Bank, deliver to the Bank a copy of all pleadings, papers, orders and decrees heretofore and hereafter filed in any such suit, action or proceeding, and shall keep the Bank fully advised in writing of the progress of any such suit or proceeding.

7. New Applications and Registrations. Upon a written request from the Bank, not more frequently than semi-annually, the Grantor shall provide the Bank with a listing of all new applications for trademarks and of newly issued registrations for which application was made previously, each of which new applications and registrations shall be subject to the terms and conditions of the Credit Agreement and this Agreement, and in the case of a use-based application or registration, shall come within the term "Trademarks" and "Trademark Collateral" as set forth herein. In addition, the Grantor shall provide the Bank, on request, such documents and instruments, each in a form acceptable to counsel for the Bank, as may be necessary to grant to the Bank, and to perfect, a valid enforceable security interest in such new applications and registrations.

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8. Documents Relating to Trademark Collateral.

(a) Upon written request by the Bank, the Grantor shall deliver to the Bank copies of any trademark applications and other documents concerned with or related to the adoption, use, prosecution, protection, maintenance, renewal, enforcement or issuance of the Trademark Collateral.

(b) The Grantor agrees to provide the Bank with supplemental documentation necessary to record and perfect the security interest created by this Agreement with the relevant offices in the countries in which the Grantor has Trademarks which have been registered.

9. Notices. All notices and other communications hereunder shall be sent in the manner and to the persons set forth in Section 11.2 of the Credit Agreement and when so sent, shall be deemed given at the times provided in said Section.

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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MULTI-AD SOLUTIONS, LLC,
a Delaware limited liability company

By: 
Shelby Vaughn, Vice President

[Signature Page to Trademark Security Agreement – Multi-Ad Solutions]

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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Jurisdiction: USA

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Issue or Filing Date</u>
1. MULTI-AD CREATOR	74154346	1719930	April 5, 1991