

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACOSTA, INC.		03/01/2011	CORPORATION: DELAWARE
MatchPoint Marketing, LLC		03/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171-0002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2018943	ACOSTA	
Registration Number:	2995731	AHORROS PARA SU FAMILIA	
Registration Number:	2797784	INFOLYNC	
Registration Number:	3845288	MATCHPOINT MARKETING	
Registration Number:	3509694	SHOPPER FIRST	
Registration Number:	3424284	SKURITE	
Registration Number:	3618570	GATHER 'ROUND THE GRILL	
Registration Number:	3625810	HEALTHY WITH OUR HELP	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.310.8000		
Email:	vindra.richter@weil.com, suzanne.inglis@weil.com		

CH \$215.00 2018943

900187030

**TRADEMARK
 REEL: 004502 FRAME: 0050**

Correspondent Name: Vindra Richter/si
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	77356.0124.B.LEWIS
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	03/21/2011

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of March 1, 2011 by ACOSTA INC. and MatchPoint Marketing, LLC (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of General Electric Capital Corporation, in its capacity as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 1, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Credit Agreement**”), among ACOSTA, INC., a Delaware corporation (as successor by merger to Ajag Merger Sub, Inc.), ACOSTA INTERMEDIATE HOLDINGS, INC. and the Administrative Agent, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Credit Agreement), including any Guaranty (as defined in the Credit Agreement) by any Grantor of the Secured Obligations, each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a lien on and a security interest in, all right, title or interest in or to any and all of the following Collateral now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

(a) (i) Trademarks of such Grantor listed on Schedule I attached hereto, (ii) all U.S. Federal and/or State registered and unregistered trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, and (ii) all goodwill connected with the use of and symbolized thereby. Notwithstanding the foregoing, the definition of “Trademarks” shall not include any “Intent to Use” trademark applications filed pursuant to Section 1(b) of the Lanham Act prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto; and

(b) all Proceeds of any and all of the foregoing, and rights to sue for past, present and future violations.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and any liens shall be automatically released in accordance with the provisions set forth in Section 6.08 of the Security Agreement

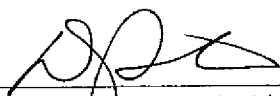
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. The terms of Sections 10.16 and 10.17 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.


[Signature pages follow.]

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

ACOSTA, INC.

By: 
Name: Drew W. Prusiecki
Title: General Counsel and Secretary

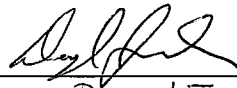
MATCHPOINT MARKETING, LLC

By: 
Name: Drew W. Prusiecki
Title: Secretary and General Counsel

Signature Page to Trademark Security Agreement

TRADEMARK
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GENERAL ELECTRIC CAPITAL
CORPORATION,
as Administrative Agent

By: 
Name: *Darryl Jacobson*
Title: *Duly Authorized Signatory*

Schedule I
U.S. Trademark Registrations and Use Applications

U.S. Trademark	Owner	Registration Number/ Serial Number
ACOSTA	ACOSTA, INC.	2,018,943
AHORROS PARA SU FAMILIA	ACOSTA, INC.	2,995,731
INFOLYNC	ACOSTA, INC.	2,797,784
MATCHPOINT MARKETING	ACOSTA, INC.	3,845,288
SHOPPER FIRST	ACOSTA, INC.	3,509,694
SKURITE	ACOSTA, INC.	3,424,284
GATHER 'ROUND THE GRILL	MatchPoint Marketing, LLC	3,618,570
HEALTHY WITH OUR HELP	MatchPoint Marketing, LLC	3,625,810