

**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>
Cable Response TV, LLC		06/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation, as Agent		
<b>Street Address:</b>	10 E. 40th Street		
<b>Internal Address:</b>	44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85216320	CRTV CABLE RESPONSE TELEVISION YOUR SOURCE FOR INTERACTIVE SHOPPING	
<b>Serial Number:</b>	85216268	SBT-1000	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(860)218-9683		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	860-275-6743		
<b>Email:</b>	smason@mccarter.com		
<b>Correspondent Name:</b>	Sharon M. Mason, Paralegal		
<b>Address Line 1:</b>	185 Asylum Street		
<b>Address Line 2:</b>	McCarter & English, 36th Flr		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>ATTORNEY DOCKET NUMBER:</b>	101804/00037		
<b>NAME OF SUBMITTER:</b>	Sharon M. Mason		

OP \$65.00 85216320

**900195990**

**TRADEMARK**  
**REEL: 004573 FRAME: 0382**

Signature:	/Sharon M. Mason/
Date:	06/30/2011
Total Attachments: 5 source=Trademark Security Agreement (Execution Version)#page1.tif source=Trademark Security Agreement (Execution Version)#page2.tif source=Trademark Security Agreement (Execution Version)#page3.tif source=Trademark Security Agreement (Execution Version)#page4.tif source=Trademark Security Agreement (Execution Version)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is entered into as of June 30, 2011, by **CABLE RESPONSE TV, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **PROSPECT CAPITAL CORPORATION**, in its capacity as agent ("**Agent**") for the benefit of the Purchasers (as hereinafter defined).

### RECITALS:

A. Pursuant to that certain Senior Secured Loan Agreement dated as of the date hereof among CRT MidCo, LLC, a Delaware limited liability company (the "**Borrower**"), CRT Holdings, LLC, a Delaware limited liability company, Cannella Response Television, LLC, a Delaware limited liability company, and Cable Response TV, LLC, a Delaware limited liability company, Agent and the Purchasers from time to time party thereto (the "**Purchasers**") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its trademarks and service marks identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, "**Trademarks**");

- (b) all renewals of any Trademarks;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a) and (b); and
- (d) all Proceeds (as such term is defined in the Code) of the foregoing.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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.


5. **APPLICABLE LAW.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

6. **COUNTERPARTS.** Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

**IN WITNESS WHEREOF**, 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.

CABLE RESPONSE TV, LLC, a Delaware limited liability company

By:   
Name: \_\_\_\_\_  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Trademark Security Agreement


IN WITNESS WHEREOF, 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.

CABLE RESPONSE TV, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,  
as Agent

By:  \_\_\_\_\_  
Name: Grier Eliasek  
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004573 FRAME: 0387

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

None.

**TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>App.No./Date</b>
CRTV CABLE RESPONSE TELEVISION YOUR SOURCE FOR INTERACTIVE SHOPPING (Design)	U.S. Federal	Pending	85216320 1/12/11
SBT-1000	U.S. Federal	Pending	85216268 1/12/11