

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
Metrics Marketing Group, LLC		07/26/2011	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3942945	ATOM	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6124926842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M223498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
Signature:	/Jeffrey R. Cadwell/		

CH \$40.00 3942945

Date:

07/27/2011

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of July 26, 2011, by and from each of the corporations party hereto (each, a "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Metrics Marketing Group LLC, an Ohio limited liability company ("Metrics"), Northwest Mailing Service, Inc., an Illinois corporation ("Northwest"), Linden-Taylor Corp., an Illinois corporation ("Linden-Taylor," and together with Northwest and Metrics the "Borrowers"), the Lenders, and the Secured Party, one of the Lenders, as administrative agent for the Lenders (the "Administrative Agent"), and letter of credit issuer, have entered into a Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed to extend to the Borrowers certain credit accommodations;

WHEREAS, Grantor has granted security interests to the Secured Party under that certain Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the security interests granted hereby shall automatically terminate and the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments entering such release and termination of the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by such Grantor;

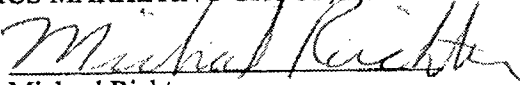
(c) Unless and until an Event of Default shall occur and be continuing, Grantor shall retain the legal and equitable title to its Trademarks and shall have the right to use and register such Trademarks in the ordinary course of the business of Grantor.

3) Governing Law. This Confirmatory Grant shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

METRICS MARKETING GROUP, LLC

By: 
Name: Michael Richter
Title: Chief Financial Officer

Notice Information:

Metrics Marketing Group, LLC
5501 West Grand Avenue
Chicago, Illinois 60639
Attention: Michael Richter
Facsimile: (773) 237-3577
E-mail: MRichter@nwmail.com

[Signature Page to Confirmatory Grant of
Security Interest in Trademarks]

TRADEMARK
REEL: 004592 FRAME: 0043

CONFIRMATORY GRANT OF SECURITY INTEREST
IN TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Trademark	Reg. No.	Reg. Date	Country
ATOM	3,942,945	4/12/2011	United States

Exhibit A