

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
Digital Technology International, LLC		09/29/2011	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Golub Capital Management LLC, as Administrative Agent		
Street Address:	c/o Golub Capital Incorporated, 551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	2371741	ACCOUNTSPEED	
Registration Number:	1590667	ADSPEED	
Registration Number:	1587596	CLASSSPEED	
Registration Number:	3487395	DTI	
Registration Number:	3777069	DTI AUDIENCE	
Registration Number:	3792227	DTI CIRCULATION	
Registration Number:	3754041	DTI CLOUD	
Registration Number:	3973159	DTI CONTENTPUBLISHER	
Registration Number:	3789505	DTI FINANCIALS	
Registration Number:	3777065	DTI LIGHTNING	
Registration Number:	1610265	DIGITAL TECHNOLOGY INTERNATIONAL	
Registration Number:	3869102	GO2-WEB	
Registration Number:	1967014	IMAGESPEED	
Registration Number:	3487408	LIQUID MEDIA	

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Registration Number:	3533942	MEDIAHARBOR
Registration Number:	3487426	MEDIAPOOL
Registration Number:	1590668	NEWSSPEED
Registration Number:	1590669	PAGESPEED
Registration Number:	2620160	PLANSPEED
Registration Number:	1968572	SPEEDDRIVER
Registration Number:	2623679	SPEEDLIBRARIAN
Registration Number:	1967013	SPEEDPLANNER
Registration Number:	2776229	SPEEDURL
Registration Number:	1967012	SPEEDWRITER
Registration Number:	1620931	WIRESPEED
Serial Number:	77725971	AUDIENCEREACH
Serial Number:	85086665	DTI AUDIENCEREACH

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	377968-52
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	09/29/2011

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 29, 2011, by and between DIGITAL TECHNOLOGY INTERNATIONAL, LLC, a Utah limited liability company ("Grantor"), in favor of GOLUB CAPITAL MANAGEMENT LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent"). Grantor will not be a party hereto until the consummation of the Acquisition (as defined in the Credit Agreement, as defined below) and upon such consummation, Grantor will become a party hereto without the taking of any further action.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to:

(a) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in Schedule A annexed hereto;

(b) each Trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration owned by Grantor including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks rights as licensee held by Grantor under any Trademark license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

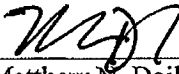
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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

**DIGITAL TECHNOLOGY
INTERNATIONAL, LLC**, a Utah limited liability company

By: 
Name: Matthew N. Dailey
Title: Vice President and Treasurer

Acknowledged:

**GOLUB CAPITAL MANAGEMENT
LLC**, as Administrative Agent

By: _____
Name: _____
Title: _____

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

**DIGITAL TECHNOLOGY
INTERNATIONAL, LLC**, a Utah limited
liability company

By: _____
Name: _____
Title: _____

Acknowledged:

**GOLUB CAPITAL MANAGEMENT
LLC**, as Administrative Agent

By: Andrew Steerman
Name: Andrew H. Steerman
Title: Senior Managing Director

Schedule A

Trademarks

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner¹
AccountSpeed	2371741	12/28/98	2371741	7/25/2000	Digital Technology International, LLC
AdSpeed	73818545	8/10/89	1590667	4/10/1990	Digital Technology International, LLC
ClassSpeed	73818546	8/10/89	1587596	3/20/1990	Digital Technology International, LLC
DTI	77239333	7/26/07	3487395	9/19/2008	Digital Technology International, LLC
DTI Audience	77738026	5/15/09	3777069	4/20/2010	Digital Technology International, LLC
DTI Circulation	77727493	5/1/09	3792227	5/25/2010	Digital Technology International, LLC
DTI Cloud	77731952	5/7/09	3754041	3/2/2010	Digital Technology International, LLC
DTI ContentPublisher	85086517	7/16/10	3973159	6/7/2011	Digital Technology International, LLC
DTI Financials	77728661	5/4/09	3789505	5/18/2010	Digital Technology International, LLC

¹ As of the Closing Date, the owner name registered with the United States Patent and Trademark Office for many of the trademarks listed below is Oldham Associates, LLC. This will be updated as soon as practicable after the Closing Date.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner¹
DTI Lightning	77736374	5/13/09	3777065	4/20/2010	Digital Technology International, LLC
Digital Technology International	73818544	8/10/89	1610265	8/14/1990	Digital Technology International, LLC
Go2-Web	77737450	5/14/09	3869102	11/2/2010	Digital Technology International, LLC
ImageSpeed	74681881	5/26/95	1967014	4/9/1996	Digital Technology International, LLC
Liquid Media	77240736	7/27/07	3487408	9/19/2008	Digital Technology International, LLC
MediaHarbor	77446544	4/11/08	3533942	11/18/2008	Digital Technology International, LLC
MediaPool	77243513	7/31/07	3487426	9/19/2008	Digital Technology International, LLC
NewsSpeed	73818547	8/10/89	1590668	4/10/1990	Digital Technology International, LLC
PageSpeed	73818548	8/10/89	1590669	4/10/1990	Digital Technology International, LLC
PlanSpeed	76197461	1/12/01	2620160	9/17/2002	Digital Technology International, LLC
SpeedDriver	74681877	5/26/95	1968572	4/16/1996	Digital Technology International, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner¹
SpeedLibrarian	76197462	9/24/02	2623679	9/24/2002	Digital Technology International, LLC
SpeedPlanner	74681880	5/26/95	1967013	4/9/1996	Digital Technology International, LLC
SpeedURL	76197457	1/12/01	2776229	10/21/2003	Digital Technology International, LLC
SpeedWriter	74681879	5/26/95	1967012	4/9/1996	Digital Technology International, LLC
WireSpeed	73818551	8/10/89	1620931	11/6/1990	Digital Technology International, LLC
AudienceReach	77725971	4/30/09	Pending	Pending	Digital Technology International, LLC
DTI AudienceReach	85086665	7/16/10	Pending	Pending	Digital Technology International, LLC