

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
MediaWhiz Holdings, LLC		09/30/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3488372	REVIEWME	
Registration Number:	3363754	{A}N	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1900448		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$65.00 3488372

Signature:	/richard kalwa/
Date:	10/05/2011
Total Attachments: 5 source=3076997#page1.tif source=3076997#page2.tif source=3076997#page3.tif source=3076997#page4.tif source=3076997#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of September, 2011, MEDIAWHIZ HOLDINGS, LLC, a Delaware limited liability company ("*Debtor*"), with its principal place of business and mailing address at 75 Broad Street, 23rd Floor, New York, New York 10004, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants a continuing security interest to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors, in the following property:

(i) Each registered trademark, trademark registration, and trademark application listed on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement, dated as of February 27, 2007, among Debtor, Agent and the other debtors party thereto (as the same may be amended, modified, or amended and restated in its entirety from time to time the "*Security Agreement*").

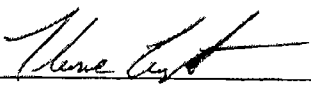
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the registered trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MEDIAWHIZ HOLDINGS, LLC

By 
Name Thomas Lanzetta
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

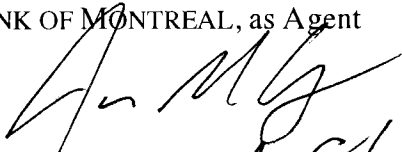
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MEDIAWHIZ HOLDINGS, LLC

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By 
Name Jason H. Chong
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Please see the attached.

Schedule A
to
Trademark Collateral Agreement for
MediaWhiz Holdings, LLC

Mark / Design	Country	Application Serial No.	Filing Date	Reg. No.	Reg. Date	Status	Record Owner
REVIEWMIE	U.S. Federal	77377157	22-Jan-2008	3488372	19-Aug-2008	Registered	MEDIAWHIZ HOLDINGS, LLC DELAWARE LIMITED LIABILITY CO. 23RD FLOOR 75 BROAD STREET NEW YORK, NEW YORK 10004
{A}N {a}™	U.S. Federal	78916851	26-Jun-2006	3363754	01-Jan-2008	Registered	MEDIAWHIZ HOLDINGS, LLC DELAWARE LIMITED LIABILITY CO. 23RD FLOOR 75 BROAD STREET NEW YORK, NEW YORK 10004

TRADEMARK

REEL: 004635 FRAME: 0918

RECORDED: 10/05/2011