

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
Marketspace, LLC		10/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Caltius Partners IV, LP, as Agent		
Street Address:	11766 Wilshire Blvd., Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2847994	MARKETSPACE	
Registration Number:	2660939	MARKETSPACE	
Registration Number:	3133367	MARKETSPACEU	
CORRESPONDENCE DATA			
Fax Number:	(312)902-1061		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.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:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	333624-9		
NAME OF SUBMITTER:	Oscar Ruiz		

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**TRADEMARK
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Signature:	/Oscar Ruiz/
Date:	10/25/2011
Total Attachments: 5 source=Trademark Security Agreement - Marketspace#page1.tif source=Trademark Security Agreement - Marketspace#page2.tif source=Trademark Security Agreement - Marketspace#page3.tif source=Trademark Security Agreement - Marketspace#page4.tif source=Trademark Security Agreement - Marketspace#page5.tif	

TRADEMARK SECURITY AGREEMENT

October 25, 2011

WHEREAS, Marketspace, LLC, a Delaware limited liability company, (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, reference is made to that certain Investment Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Investment Agreement**”; unless otherwise specified herein, capitalized terms used herein shall have the meanings ascribed to them in the Investment Agreement), by and among Monitor Company Group Limited Partnership (the “**Borrower**”), the other Credit Parties party thereto including Grantor, Caltius Partners IV, LP, a Delaware limited partnership, as Agent for the Holders party thereto (in such capacity, the “**Agent**”) and the Holders; and

WHEREAS, pursuant to (i) a Security Agreement dated as of the date hereof to which the Grantor is a party (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Agent for the benefit of the Banks a continuing security interest in certain personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Agent, to secure the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;
- (ii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license identified in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any trademark license (including, without limitation, any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Agent's name, from time to time, in the Agent's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

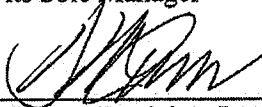
Except to the extent expressly permitted in the Security Agreement to which the Grantor is a party or the Investment Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Agent pursuant to the Security Agreement to which the Grantor is a party. The Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement to which the Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

MARKETSPACE, LLC

By: MONITOR COMPANY GROUP GP
LLC, its Sole Manager

By: 
Name: Daniel A. Lasman
Title: Treasurer, Chief Financial
Officer, and Assistant Secretary

[Trademark Security Agreement]

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CALTIVUS PARTNERS IV, LP, as Agent

By: CP IV, LP, its general partner

By:  _____

Name: Michael Kane
Title: Managing Director

[Trademark Security Agreement]

Schedule 1

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Marketspace	2,847,994	01-Jun-2004
Marketspace	2,660,939	10-Dec-2002
Marketspaceu	3,133,367	22-Aug-2006

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