TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement [Second Lien]

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cydcor, Inc.		12/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3641010	CYDCOR REAL OPPORTUNITY, REAL RESULTS

OP $40.00 3641010

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Email: ipdocket@lw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0089
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/22/2011

Total Attachments: 6
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 22, 2011 (as amended, supplemented or otherwise modified from time to time, the "Supplemental Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as collateral agent (in such capacity and together with its successors, the "Collateral Agent"), for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, Cydcor Acquisition Holdings Corporation, a Delaware corporation ("Holdings") and Cydcor, Inc., a Delaware corporation (the "Initial Co-Borrower" and a "Borrower"), and 20/20 Communications, Inc., a Delaware corporation (the "Additional Co-Borrower", a "Borrower" and together with the Initial Co-Borrower, the "Borrowers"), have entered into that certain Amended and Restated Second Lien Credit Agreement, dated as of March 19, 2008 (as amended, supplemented, replaced or otherwise modified from time to time, the "Second Lien Credit Agreement"), with the lenders from time to time party thereto, and Credit Suisse, as administrative agent and as collateral agent. Capitalized terms used and not defined herein have the meanings given such terms in the Second Lien Credit Agreement.

WHEREAS, under the terms of that certain Amended and Restated Second Lien Guarantee and Collateral Agreement, dated as of March 19, 2008, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property, including but not limited to After-Acquired Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement dated February 5, 2007 was recorded against certain United States Intellectual Property at Reel/Frame No. 3481/0162.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and

TRADEMARK
REEL: 004686 FRAME: 0299

any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 2, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 3, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other

rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all written licenses or agreements, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, print, publish, copy, import, export, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 3, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Supplemental Intellectual Property Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Amended and Restated Intercreditor Agreement, dated as of March 19, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrowers, Credit Suisse, as First Lien Collateral Agent (as defined in the Intercreditor Agreement) and Credit Suisse, as Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Supplemental Intellectual Property Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set

TRADEMARK
REEL: 004686 FRAME: 0301

forth in the Guarantee and Collateral Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Second Lien Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Second Lien Credit Agreement shall govern.

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TRADEMARK
REEL: 004686 FRAME: 0302

IN WITNESS WHEREOF, each of the undersigned has caused this Supplemental Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

CYDCOR, INC.

By: _____
Name: Christopher B. Munday
Title: Chairman

20/20 COMMUNICATIONS, INC.

By: _____
Name: Christopher B. Munday
Title: Chairman

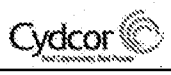
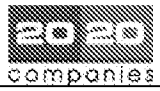
POINT 180 LLC

By: _____
Name: Christopher B. Munday
Title: Chairman

TRADEMARK
REEL: 004686 FRAME: 0303

Schedule 1

TRADEMARKS

Registrant	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
Cydcor, Inc.		35	77512883 01-JUL-2008	3641010 16-JUN-2009
20/20 Communications, Inc.		35	77391377 07-FEB-2008	3611059 28-APR-2009
20/20 Communications, Inc.	20/20 COMPANIES	35	77731735 07-MAY-2009	3718506 01-DEC-2009
20/20 Communications, Inc.		35	77462549 30-APR-2008	3807621 22-JUN-2010
20/20 Communications, Inc.	2020 COMMUNICATIONS	35	77731704 07-MAY-2009	3926342 01-MAR-2011
20/20 Communications, Inc.	2020 COMPANIES	35	77391365 07-FEB-2008	3611058 28-APR-2009
20/20 Communications, Inc.	NGEN LEADS	35	85046235 24-MAY-2010	3903793 11-JAN-2011
Point 180 LLC	POINT 180	35	85051907 01-JUN-2010	3946219 12-APR-2011

Schedule 2

PATENTS

Schedule 3

COPYRIGHTS