900211646 01/09/2012

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
Extreme Reach, Inc.		12/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TD Bank, N.A.
Street Address:	60 Braintree Hill Office Park
Internal Address:	Suite 204, Attn: M.L. Coyne
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3492462	EXTREME RELEVANCE
Registration Number:	3635026	EXTREME REACH
Registration Number:	3631362	CONNECT AND SIMPLIFY
Serial Number:	85427537	BLADERUNNER

CORRESPONDENCE DATA

Fax Number: (617)248-4000 Email: tmadmin@choate.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Elizabeth A. Walker Two International Place Address Line 1: Address Line 2: Choate Hall & Stewart LLP

Boston, MASSACHUSETTS 02110 Address Line 4:

ATTORNEY DOCKET NUMBER: 2010278.0001

TRADEMARK

REEL: 004694 FRAME: 0409

900211646

NAME OF SUBMITTER:	Elizabeth A. Walker
Signature:	/Elizabeth A. Walker/
Date:	01/09/2012
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made and entered into as of December 30, 2011 by and between EXTREME REACH, INC., a Delaware corporation (the "<u>Grantor</u>"), and TD BANK, N.A., a national banking association (the "<u>Secured Party</u>").

Introduction

The Grantor has entered into a Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Secured Party, pursuant to which the Secured Party has agreed, subject to the terms and conditions set forth therein, to make loans to the Grantor thereunder. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor execute and deliver this Agreement and grant to the Secured Party a continuing security interest in and to all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make loans to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Party, as follows:

- 1. **Definitions.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Credit Agreement.
- **2. Grant of Security Interest.** To secure the prompt performance of the Obligations, the Grantor hereby grants to the Secured Party a continuing security interest in and to all of the Trademark Collateral, whether now or hereafter existing or acquired by the Grantor.

"<u>Trademark Collateral</u>" means all of the Grantor's now owned or hereafter acquired right, title and interest in and to the following property:

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including, but not limited to, those referred to on Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith (including, but not limited to, registrations issued by, and applications filed in the United States Patent and Trademark Office or in any office or agency of any State of the United States of America), and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (any and each of the foregoing, a "Trademark");
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including but not limited to each Trademark license referred to on Schedule I

attached hereto (which Schedule sets forth the trademark licenses in which the Grantor is an exclusive licensee and which licenses are recorded in the United States Patent and Trademark Office) under the Grantor's name; and

- (c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any of Trademark Collateral (other than such claim).
- 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 4. Release of Liens. Upon (a) the disposition of Trademark Collateral as permitted by the Credit Agreement or (b) the full and final discharge of the Obligations (other than any continuing indemnity and similar obligations that survive the termination of the Credit Agreement) and the termination of the Secured Party's obligations to provide additional credit under the Credit Agreement, the security interest granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such disposition or termination, the Secured Party will, at the Grantor's sole expense, (x) deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder and (y) execute and deliver to the Grantor such documents, and make such other filings, as the Grantor shall reasonably request to evidence the Secured Party's release of its security interest in the Trademark Collateral.
- **5. Loan Document.** This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.
- **6. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart by facsimile shall be equally effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile shall also deliver an original executed counterpart of this Agreement but the failure to do so shall not affect the validity, enforceability and binding effect of this Agreement.
- **7. Governing Law.** This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EXTREME REACH, INC.

President and Chief Executive Officer

TD BANK, N.A.

By: Mathew L. Coyne Vice President

[SIGNATURE PAGE TO EXTREME REACH TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

EX	FREME REACH, INC.
Ву:	
-	John Roland
	President and Chief Executive Officer
TD	BANK, N.A.
	MM

Vice President

[SIGNATURE PAGE TO EXTREME REACH TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademark Collateral

The Grantor is the registered owner of the following trademarks:

RECORDED: 01/09/2012

Extreme Relevance	3,492,462	US
Extreme Reach	3,635,026	US
Connect and Simplify	3,631,362	US

The Grantor has submitted an application with the USPTO for the following trademark:

Bladerunner	85427537	US

Intellectual property rights granted and acquired pursuant to the Distribution, Sales, Marketing and Licensing Agreement with The Canadian Press dated December 23, 2009. The Grantor is currently in the process of making corrective filings with respect to the name of the applicant and address of the Extreme Relevance filing (#3,492,462), the name of the applicant of the Bladerunner filing (#85427537) and the address of the applicant of the Extreme Reach filing (#3,635,026).