

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TBC Acquisition Company, LLC		01/20/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as collateral agent
Street Address:	Rodney Square North, 1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3476369	WEBVISIBLE
Registration Number:	3155283	ADAPT
Registration Number:	3355448	ADAPT
Registration Number:	3355449	ADAPT
Registration Number:	3356027	ADAPT
Registration Number:	3356028	ADAPT
Registration Number:	3330243	SEM-IN-A-BOX
Registration Number:	3624077	CHAMBERCLICKS
Registration Number:	3218915	WEBVISIBLE
Registration Number:	3262710	WEBVISIBLE
Registration Number:	3652085	ADVANCEDLOCAL
Registration Number:	3603910	ADVANCEDLOCAL
Registration Number:	3603911	CHAMBERCLICKS
Serial Number:	77891994	GENEVA TECHNOLOGY PLATFORM

TRADEMARK

Serial Number:

77891996

GENEVA TECHNOLOGY PLATFORM

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Phone: 212-756-2552

Email: marisa.davidson@srz.com

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

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

029044-0070

NAME OF SUBMITTER:

Marisa Davidson (029044-0070)

Signature:

/kc for md/

Date:

01/24/2012

Total Attachments: 5

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Trademark Security Agreement

Trademark Security Agreement, dated as of January 20, 2012, by TBC ACQUISITION COMPANY, LLC (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 18, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Article 9 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than any United States intent-to-use trademark application to the extent and for so long as creation by the Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application).

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations for which no claim has been made) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

TBC Acquisition Company, LLC

By: 

Name: W. Aaron Bowlds

Title: General Counsel and Secretary

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name:

Title:

James A. Hanley
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND
TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Webvisible, Inc.	3,476,369	WEBVISIBLE
Webvisible, Inc.	3,155,283	ADAPT
Webvisible, Inc.	3,355,448	ADAPT
Webvisible, Inc.	3,355,449	ADAPT
Webvisible, Inc.	3,356,027	ADAPT & design
Webvisible, Inc.	3,356,028	ADAPT & design
Webvisible, Inc.	3,330,243	SEM-IN-A-BOX
Webvisible, Inc.	3,624,077	CHAMBERCLICKS & design
Webvisible, Inc.	3,218,915	WEBVISIBLE
Webvisible, Inc.	3,262,710	WEBVISIBLE & design
Webvisible, Inc.	3,652,085	ADVANCEDLOCAL & design
Webvisible, Inc.	3,603,910	ADVANCEDLOCAL & design
Webvisible, Inc.	3,603,911	CHAMBERCLICKS & design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Webvisible, Inc.	770891994	GENEVA TECHNOLOGY PLATFORM
Webvisible, Inc.	77-891996	GENEVA TECHNOLOGY PLATFORM
Webvisible, Inc.	1484484-00 Canada	GENEVA TECHNOLOGY PLATFORM
Webvisible, Inc.	9165614 CTM	GENEVA TECHNOLOGY PLATFORM

OWNER	APPLICATION NUMBER	TRADEMARK
Webvisible, Inc.	1366578 Australia	GENEVA TECHNOLOGY PLATFORM
Webvisible, Inc.	1977924 India	GENEVA TECHNOLOGY PLATFORM

Trademark Licenses:

LICENSEE	LICENSOR	TITLE	REGISTRATION NUMBER	EXPIRATION DATE