

## 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
Epic Marketplace, Inc.		02/10/2012	CORPORATION: DELAWARE
Online Intelligence LLC		02/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
FAS Labs Inc.		02/10/2012	CORPORATION: DELAWARE
Emerald Social LLC		02/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
Social Assets LLC		02/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
Epic Media Group LLC		02/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RBC Bank (USA)		
Street Address:	131 N. Church Street		
City:	Rocky Mount		
State/Country:	NORTH CAROLINA		
Postal Code:	27804		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78464883	COREGIO	
Serial Number:	78417461	GIFTFOX	
Serial Number:	78417405	JUSTSEARCH	
Serial Number:	78417372	ONSEARCH	
Serial Number:	78404632	BLUETIME	
Serial Number:	78404661	BLUETIME OPTIMIZATION	
Serial Number:	85290407	EPIC MARKETPLACE	

OP \$240.00 78464883

Serial Number:	85290386	EPIC MOBILE
Serial Number:	85290375	EPICSOCIAL

# CORRESPONDENCE DATA

Fax Number: (919)783-1075

Phone: 9197832802

Email: johale@poynerspruill.com

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

Correspondent Name: John W. O'Hale

Address Line 1: 301 Fayetteville St.

Address Line 2: Suite 1900

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:

John W. O'Hale

Signature:

/John W. O'Hale/

Date:

02/13/2012

## Total Attachments: 7

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Customer No. \_\_\_\_\_  
Loan No. \_\_\_\_\_

## RBC Bank

### Intellectual Property Security Agreement (SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of February 10, 2012, by **EPIC MEDIA GROUP LLC**, a Delaware limited liability company (successor in interest to Epic Media Group, Inc. and formerly known as Azoogles.com, Inc.) ("Epic"), **EPIC MARKETPLACE, INC.**, a Delaware corporation (formerly known as AzooglesAds US, Inc.) ("Marketplace"), **ONLINE INTELLIGENCE LLC**, a Delaware limited liability company ("Intelligence"), **FAS LABS INC.**, a Delaware corporation ("FAS Labs"), **EMERALD SOCIAL LLC**, a Delaware limited liability company ("Emerald"), and **SOCIAL ASSETS LLC**, a Delaware limited liability company ("Social", and together with Epic, Marketplace, Intelligence, FAS Labs and Emerald, whether one or more, "Borrower"), each with a mailing address of 512 7<sup>th</sup> Avenue, 12<sup>th</sup> Floor, New York, New York 10018, to **RBC BANK (USA)**, a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802.

#### RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower, **CONNEXUS CORPORATION**, a Delaware corporation, and **TRAFFICMARKETPLACE, INC.**, a Delaware corporation ("Credit Facilities"), as set forth in that certain Loan and Security Agreement dated September 30, 2008, as modified by that certain Modification Agreement dated as of September 29, 2009, that certain Modification Agreement dated as of December 29, 2009, that certain Modification Agreement dated June 30, 2011, that certain Modification Agreement dated September 30, 2011, that certain Assignment and Assumption Agreement dated September 29, 2009, that certain Assignment and Assumption Agreement dated June 30, 2011, that certain Assignment and Assumption Agreement dated of even date herewith, that certain Modification to Loan and Security Agreement dated of even date herewith and that certain Forbearance Agreement dated of even date herewith (as the same may be further amended, modified, extended, renewed, replaced and supplemented from time to time, collectively, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

#### AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Exhibits A, B, and C at tached hereto set forth intellectual property rights for which Borrower currently owns a registration or has filed a currently pending application to register with either the United States Patent and Trademark Office, the United States Copyright Office, or equivalent governmental agency abroad, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP which Borrower has registered or filed an application to register with the United States Patent and Trademark Office, the United States Copyright Office, or equivalent governmental agency abroad, promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that if, upon the occurrence and continuance of an Event of a Default, Bank exercises its rights and remedies to use the Intellectual Property as permitted under the Loan Agreement and this Agreement, Bank will have no liability for royalties and other related charges.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its reasonable discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of such designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank reasonably may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's reasonable discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property.

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9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

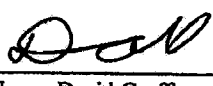
10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

Borrower has caused this Intellectual Property Security Agreement to be executed under SEAL with authority duly obtained, as of the date first written above.

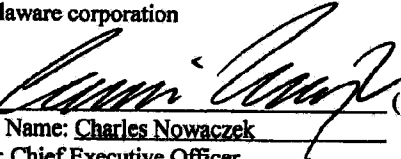
**BORROWER:**

**EPIC MEDIA GROUP LLC,**  
a Delaware limited liability company

By:  (SEAL)  
Print Name: David Graff  
Title: President

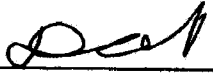
**BORROWER:**

**EPIC MARKETPLACE, INC.,**  
a Delaware corporation

By:  (SEAL)  
Print Name: Charles Nowaczek  
Title: Chief Executive Officer

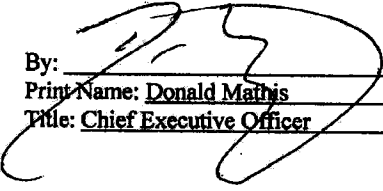
**BORROWER:**

**ONLINE INTELLIGENCE LLC,**  
a Delaware limited liability company

By:  (SEAL)  
Print Name: David Graff  
Title: Chief Executive Officer

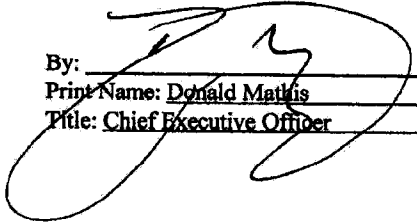
**BORROWER:**

**FAS LABS INC.,**  
a Delaware corporation

By:  (SEAL)  
Print Name: Donald Mathis  
Title: Chief Executive Officer

**BORROWER:**

**EMERALD SOCIAL LLC,**  
a Delaware limited liability company

By:  (SEAL)  
Print Name: Donald Mathis  
Title: Chief Executive Officer

**BORROWER:**

**SOCIAL ASSETS LLC,**  
a Delaware limited liability company

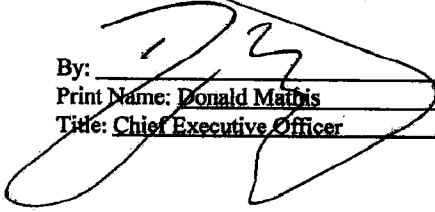
By:  (SEAL)  
Print Name: Donald Mathis  
Title: Chief Executive Officer

EXHIBIT A

**COPYRIGHTS**

**Description**

**Registration  
Number**

**Registration  
Date**

None

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**TRADEMARK  
REEL: 004715 FRAME: 0916**

EXHIBIT B

**PATENTS**

<u>Title</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Filing Date</u>
None			



EXHIBIT C

**TRADEMARKS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date</u>
COREGIO	United States	78464883	3107905	8/10/2004
GIFTFOX	United States	78417461	2951827	5/12/2004
JUSTSEARCH	United States	78417405	2964147	5/12/2004
ONSEARCH	United States	78417372	2951825	5/12/2004
BLUETIME	United States	78404632	2970396	4/20/2004
BLUETIME OPTIMIZATION (Stylized)	United States	78404661	3034479	4/20/2004
EPIC MARKETPLACE	United States	85290407	N/A	4/8/2011
EPIC MOBILE	United States	85290386	N/A	4/8/2011
EPICSOCIAL	United States	85290375	N/A	4/8/2011
EPIC	CTM	7579097	7579097	2/3/2009
EPIC ADVERTISING & Design	CTM	7578743	7578743	2/3/2009
Design	CTM	7578875	7578875	2/3/2009
HOW THE WEB IS WON	CTM	7579171	7579171	2/3/2009
EPIC ADVERTISING & Design	CTM	7578628	7578628	2/3/2009