

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
<b>CONVEYING PARTY DATA</b>				
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
	Centiv Holding Company		03/06/2012	CORPORATION: DELAWARE
	Centiv Services Corp.		03/06/2012	CORPORATION: DELAWARE
	TradeOne Marketing, Inc.		03/06/2012	CORPORATION: TEXAS
	BMI Merger Sub, Inc.		03/06/2012	CORPORATION: DELAWARE
	BrandMuscle, Inc.		03/06/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>				
<b>Name:</b>	Newspring SBIC Mezzanine Capital II, L.P.			
<b>Street Address:</b>	Radnor Financial Center			
<b>Internal Address:</b>	555 E. Lancaster Avenue, Suite 444			
<b>City:</b>	Radnor			
<b>State/Country:</b>	PENNSYLVANIA			
<b>Postal Code:</b>	19087			
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE			
<b>PROPERTY NUMBERS Total: 16</b>				
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
	Registration Number:	2644179	CENTIV	
	Registration Number:	2764940	INSTANT IMPACT	
	Registration Number:	3720531	DESIGNTRACKER	
	Registration Number:	3720530	DESIGNTRACKER	
	Registration Number:	3408641	TRADEONE	
	Registration Number:	2859911	BRANDASSEMBLER	
	Registration Number:	2850684	BRANDBUILDER	
	Registration Number:	3969062	BRANDBUILDERDIGITAL	
	Registration Number:	3969061	BRANDBUILDERPRINT	
	Registration Number:	3969060	BRANDBUILDERSERVICES	

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Registration Number:	2593907	
Registration Number:	2587620	BRANDMUSCLE
Registration Number:	2958033	BRANDPLANNER
Registration Number:	3287646	BUILDMYAD
Registration Number:	3822821	FSI BUILDER
Registration Number:	3510268	THE ONLINE AD DEPARTMENT

**CORRESPONDENCE DATA**

Fax Number: (215)832-5619  
Phone: (215) 569-5619  
Email: pecsenye@blankrome.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Timothy D. Pecsénye  
Address Line 1: Blank Rome LLP  
Address Line 2: One Logan Square - 8th Floor  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	137427-00103
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	03/15/2012

**Total Attachments: 8**  
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SENIOR DEBT SUBORDINATION AGREEMENT") DATED AS OF THE DATE HEREOF AMONG THE BORROWERS (EACH AS DEFINED BELOW), SECURED PARTY (AS DEFINED BELOW), AND DEERPATH FUNDING, LP ("SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO, AND THE RIGHTS AND OBLIGATIONS EVIDENCED BY, THAT CERTAIN LOAN AGREEMENT DATED AS OF SEPTEMBER 6, 2011, AMONG THE BORROWERS, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH LOAN AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THAT AGREEMENT, IN EACH CASE TO THE EXTENT PERMITTED BY THE SENIOR DEBT SUBORDINATION AGREEMENT; AND SECURED PARTY, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SENIOR DEBT SUBORDINATION AGREEMENT.

#### PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2012 (the "**Agreement**"), among CENTIV HOLDING COMPANY, a Delaware corporation, CENTIV SERVICES CORP., a Delaware corporation, TRADEONE MARKETING, INC., a Texas corporation, prior to the consummation of the BrandMuscle Merger (as defined in the Loan Agreement (as defined below)), BMI MERGER SUB, INC., a Delaware corporation, and after the consummation of the BrandMuscle Merger, BRANDMUSCLE, INC., a Delaware corporation (collectively, the "**Debtors**"), and NEWSRING SBIC MEZZANINE CAPITAL II, L.P., a Delaware limited partnership ("**Secured Party**").

#### WITNESSETH:

**WHEREAS**, Debtors have entered into that certain Senior Subordinated Term Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**"), by and among Debtors and the other borrowers from time to time party thereto, as borrowers (collectively, the "**Borrowers**"), and Secured Party, as lender (the "**Lender**");

**WHEREAS**, Borrowers have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), among Borrowers and Secured Party, pursuant to which Borrowers granted a first-priority lien and security interest (subject to the Subordination Agreement) in all of all or substantially all of their assets to Secured Party;

**WHEREAS**, as a condition precedent to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtors grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtors have duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to extend credit to Borrowers pursuant to the Loan Agreement, Debtors agree, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligations, each Debtor hereby mortgages, pledges and grants to Secured Party a continuing security interest in, and lien on, all of the following property of such Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications (other than intent-to-use applications), and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtors for the purpose of registering the security interest and lien of Secured Party in the IP 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 and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligations (other than unasserted contingent obligations) and the termination of the Loan Agreement in accordance with the terms thereof, Secured Party shall, at Debtors' expense,

execute and deliver to Debtors all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtors hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP 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.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. 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.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**DEBTORS:**

**CENTIV HOLDING COMPANY**  
a Delaware corporation

By:   
Name: Bradley L. Resnick  
Title: Vice President

**CENTIV SERVICES CORP.**  
a Delaware corporation

By:   
Name: Bradley L. Resnick  
Title: Vice President

**TRADEONE MARKETING, INC.**  
a Texas corporation

By:   
Name: Bradley L. Resnick  
Title: Vice President

**Before the consummation of the BrandMuscle Merger:**

**BMI MERGER SUB, INC.**  
a Delaware corporation

By:   
Name: Bradley L. Resnick  
Title: Vice President

**After the consummation of the BrandMuscle Merger:**

**BRANDMUSCLE, INC.**  
a Delaware corporation

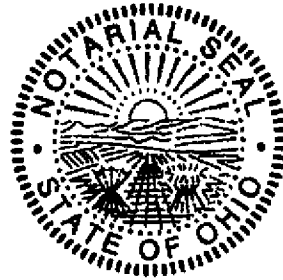
By:   
Name: Bradley L. Resnick  
Title: Vice President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

STATE OF Ohio )  
COUNTY OF Cuyahoga ) ss.

This instrument was acknowledged before me on March 5, 2012, by Bradley L. Resnick, Vice President of each Debtor, for and on behalf of such corporation, and for the purpose and consideration herein stated.

Donna M. Wretschko  
Notary Public in and for the State of Ohio



DONNA M. WRETSCHKO  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
November 30, 2014

[NOTARY TO PATENT AND TRADEMARK SECURITY AGREEMENT]

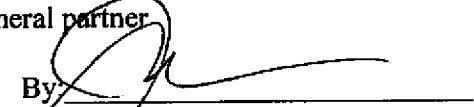
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**SECURED PARTY:**

**NEWSPRING SBIC MEZZANINE CAPITAL II, L.P.**

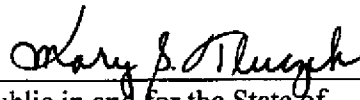
By: NSM SBIC II GP, LP,  
its general partner

By: NSM SBIC II GP, LLC,  
its general partner

By:   
Name: \_\_\_\_\_  
Title: CEO

STATE OF PA )  
COUNTY OF Delaware ) ss.

This instrument was acknowledged before me on March 1, 2012, by Jonathan Schwartz of NSM SBIC II GP, LLC, in its capacity as the general partner of NSM SBIC II GP, LP, in its capacity as the general partner of Newspring SBIC Mezzanine Capital II, L.P., a Delaware limited partnership, for and on behalf of such limited partnership, and for the purpose and consideration herein stated.

  
Notary Public in and for the State of PA

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Mary G. Tluczek, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires July 1, 2013  
Member, Pennsylvania Association of Notaries

[SIGNATURE PAGE AND NOTARY TO PATENT AND TRADEMARK SECURITY AGREEMENT]



**Schedule 1**  
**to**  
**Patent and Trademark Security Agreement**

***Patents:***

None.

***Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks:***

Centiv Services Corp.:

No.	Mark	Appln. No.	Filed	Regn. No.	Registered	Status	Owner
1.	Centiv	76/230105	3/26/01	2644179	10/29/02	Registered	Centiv Services, Inc.
2.	Instant Impact	76/230106	3/26/01	2764940	9/16/03	Registered	Centiv Services, Inc.
3.	Design Tracker	77/296539	10/4/07	3720531	12/8/09	Registered	Centiv Services, Inc.
4.	Design Tracker Stylized	77/296535	10/4/07	3720530	12/8/09	Registered	Centiv Services, Inc.

TradeOne Marketing, Inc.:

No.	Mark	Registration Number	Registered	Owner
1	TradeOne	3408641	April 8, 2008	TradeOne Marketing, Inc. (Texas Corporation)

BrandMuscle, Inc.:

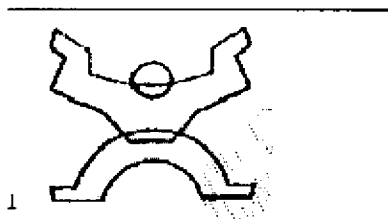
No.	Mark	Registration Number	Registered	Owner
1.	BRANDASSEMBLER	2,859,911	July 6, 2004	BrandMuscle, Inc.
2.	BRANDBUILDER	2,850,684	June 8, 2004	BrandMuscle, Inc.
3.	BRANDBUILDERDIGITAL	3,969,062	May 31, 2011	BrandMuscle, Inc.
4.	BRANDBUILDERPRINT	3,969,061	May 31, 2011	BrandMuscle, Inc.
5.	BRANDBUILDERSERVICES	3,969,060	May 31, 2011	BrandMuscle, Inc.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
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6.	(BrandMan (Design)) <sup>1</sup>	TMA797,815 (Canada)	May 17, 2011	BrandMuscle, Inc.
7.	(BrandMan (Design)) <sup>1</sup>	2,593,907	July 16, 2002	BrandMuscle, Inc.
8.	BRANDMUSCLE	TMA797,813 (Canada)	May 17, 2011	BrandMuscle, Inc.
9.	BRANDMUSCLE	2,587,620	July 2, 2002	BrandMuscle, Inc.
10.	BRANDPLANNER	2,958,033	May 31, 2005	BrandMuscle, Inc.
11.	BUILDMYAD	3,287,646	September 4, 2007	BrandMuscle, Inc.
12.	FSI BUILDER	3,822,821	July 20, 2010	BrandMuscle, Inc.
13.	THE ONLINE AD DEPARTMENT	3,510,268	September 30, 2008	BrandMuscle, Inc.
14.	BRANDBUILDER	App. No. 1472735 (Canada)	App. Date March 11, 2010	BrandMuscle, Inc.



Schedule 1 to Patent and Trademark Security Agreement – Page 2

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