

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SPECIFIC MEDIA LLC		03/20/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
MYSPEACE LLC		03/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
VINDICO LLC		03/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
ILIKE, INC.		03/20/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, N.A., as Agent
Street Address:	2450 Colorado Ave., Suite 3000 W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 59**

Property Type	Number	Word Mark
Registration Number:	3849036	ILIKE
Registration Number:	3207676	GCAST
Registration Number:	3446504	ICAST
Registration Number:	3676481	GARAGEBAND
Registration Number:	3569177	ILIKE
Registration Number:	2521615	GARAGEBAND.COM
Registration Number:	3484512	
Registration Number:	3809969	SOCIAL PLAN
Registration Number:	3809968	SOCIAL PLAN
Registration Number:	3907150	MARRIED ON MYSPACE

OP \$1490.00 3849036

Registration Number:	3295810	MYSPLACE RECORDS
Registration Number:	3399651	MYSPLACE RECORDS
Registration Number:	3183162	MYSPLACE A PLACE FOR FRIENDS
Registration Number:	3132697	
Registration Number:	3183151	MYSPLACE
Registration Number:	2911041	MYSPLACE
Registration Number:	3634720	FRONT TO BACK
Registration Number:	3770450	FAMOUS HANGERS
Registration Number:	3575324	MYSPLACE KARAOKE EVERYBODY SINGS
Registration Number:	3512458	
Registration Number:	3512457	MYSPLACE.COM A PLACE FOR ACTION SPORTS
Registration Number:	3512037	MYSPLACE FASHION
Registration Number:	3512035	MYSPLACE FASHION
Registration Number:	3555079	MYSPLACE DEVELOPER PLATFORM A PLACE FOR DEVELOPERS
Registration Number:	3588627	MYSPLACE
Registration Number:	3778648	MYSPLACE
Registration Number:	3629478	MYSPLACE
Registration Number:	3476244	HEY PLAY THIS
Registration Number:	3476243	HEY PLAY THIS
Registration Number:	3651827	
Registration Number:	3623629	NEVER ENDING FRIENDING
Registration Number:	3651788	
Registration Number:	3651787	
Registration Number:	3450621	ARTIST ON ARTIST
Registration Number:	3544404	BLACK CURTAIN SCREENINGS
Registration Number:	3561893	
Registration Number:	3651786	
Registration Number:	3528393	MYSPLACE SECRET SHOWS
Registration Number:	3463669	MYSPLACE SECRET SHOWS
Registration Number:	3390966	ARTIST ON ARTIST MYSPACE.COM
Registration Number:	3513223	MYSPLACE SECRET STAND-UP
Registration Number:	3513222	MYSPLACE SECRET STAND-UP
Registration Number:	3402597	HEY, PLAY THIS...!
Registration Number:	3360311	HEY, PLAY THIS...!

Registration Number:	3402595	HEY, PLAY THIS...!
Registration Number:	3458733	MYSPEACEIM
Registration Number:	2593333	MYSPEACE
Registration Number:	3294815	KSOLO
Registration Number:	3560647	FLIDGETS
Registration Number:	3505203	RULE YOUR MEDIA
Registration Number:	3504866	FLEKTOR
Registration Number:	3354831	FLEKTOR
Registration Number:	3992590	XUMO
Registration Number:	3954603	JEN AND BARB MOM LIFE
Registration Number:	3753909	BBE
Registration Number:	3755743	BBE THE DIGITAL VIDEO AUTHORITY
Registration Number:	3987664	REAL DEMO
Registration Number:	3523094	VINDICO
Registration Number:	3633593	ADDIRECTOR

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.301
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/21/2012

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of March, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, N.A., a national banking association ("WFB"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WELLS FARGO BANK, N.A., a national banking association, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), WELLS FARGO BANK, N.A., a national banking association, as lead arranger (in such capacity, together with their successors and assigns in such capacity, the "Lead Arranger"), WELLS FARGO BANK, N.A., a national banking association, as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), INTERACTIVE MEDIA HOLDINGS, INC., a Delaware corporation ("Parent"), SPECIFIC MEDIA LLC, a California limited liability company ("Specific Media"), MYSPACE LLC, a Delaware limited liability company ("Myspace"), XUMO LLC, a Delaware limited liability company ("Xumo"), SITE METER, INC., a Delaware corporation ("Site Meter"), BBE LLC, a California limited liability company ("BBE"), and VINDICO LLC, a Delaware limited liability company ("Vindico", together with Parent, Specific Media, Myspace, Xumo, BBE and Site Meter, each a "US Borrower" and collectively, "US Borrowers"), SPECIFIC MEDIA UK LIMITED, a private company organized under the laws of England and Wales ("Specific Media UK") and VINDICO EUROPE LIMITED, a private company organized under the laws of England and Wales ("Vindico Europe"; together with Specific Media UK, each a "UK Borrower" and collectively, "UK Borrowers") (US Borrowers and UK Borrowers are referred to hereinafter each individually as a "Borrower" and collectively as "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 20, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

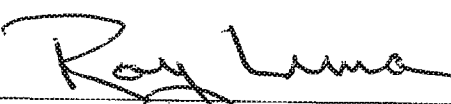
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

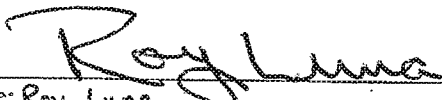
**SPECIFIC MEDIA LLC**, a California limited liability company

By:   
Name: Roy Luna  
Title: CFO


**MYSFACE LLC**, a Delaware limited liability company

By:   
Name: Roy Luna  
Title: CFO

**VINDICO LLC**, a Delaware limited liability company

By:   
Name: Roy Luna  
Title: CFO

**ILIKE, INC.**, a California corporation

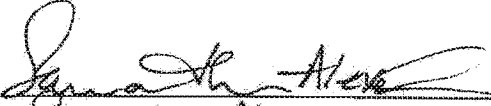
By:   
Name: Roy Luna  
Title: CFO



ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, N.A., a national banking  
association

By:   
Name: Samantha Alexander  
Title: Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

**Grantor: iLike, Inc.**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
ILIKE	78981806	REGISTERED	3849036	9/14/2010
GCAST	78699295	REGISTERED	3207676	2/13/2007
ICAST	78592873	REGISTERED	3446504	6/10/2008
GARBAGEBAND	78378063	REGISTERED	3676481	9/1/2009
ILIKE	77369946	REGISTERED	3569177	2/3/2009
GARBAGEBAND.COM	75757323	REGISTERED	2521615	12/25/2001
None (Design only)	77369975	REGISTERED	3484512	8/12/2008

**Grantor: Myspace LLC**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
SOCIAL PLAN	77854338	REGISTERED	3809968	06/29/10
SOCIAL PLAN	77854344	REGISTERED	3809969	06/29/10
MARRIED ON MYSPACE	85028985	REGISTERED	3907150	01/18/11
MYSPACE RECORDS	78978766	REGISTERED	3295810	09/18/07
MYSPACE RECORDS	78738140	REGISTERED	3399651	03/18/08
MYSPACE A PLACE FOR FRIENDS	78709778	REGISTERED	3183162	12/12/06
None (Design only)	78706980	REGISTERED	3132697	08/22/06
MYSPACE	78706975	REGISTERED	3183151	12/12/06
MYSPACE	78334714	REGISTERED	2911041	12/14/04
FRONT TO BACK	77605029	REGISTERED	3634720	06/09/09
FAMOUS HANGERS	77777238	REGISTERED	3770450	04/06/10
MYSPACE KARAOKE EVERYBODY SINGS	77464469	REGISTERED	3575324	02/17/09
None (Design only)	77455923	REGISTERED	3512458	10/07/08
MYSPACE.COM A PLACE FOR ACTION SPORTS	77455900	REGISTERED	3512457	10/07/08
MYSPACE FASHION	77414989	REGISTERED	3512037	10/07/08
MYSPACE FASHION	77414954	REGISTERED	3512035	10/07/08
MYSPACE DEVELOPER PLATFORM A PLACE FOR DEVELOPERS	77388100	REGISTERED	3555079	12/30/08
MYSPACE	77388062	REGISTERED	3588627	03/10/09
MYSPACE	77388054	REGISTERED	3778648	04/20/10

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
MYSPLACE	77361699	REGISTERED	3629478	06/02/09
HEY PLAY THIS	77358237	REGISTERED	3476244	07/29/08
HEY PLAY THIS	77358226	REGISTERED	3476243	07/29/08
None (Design only)	77249484	REGISTERED	3651827	07/07/09
NEVER ENDING FRIENDING	77220983	REGISTERED	3623629	05/19/09
None (Design only)	77213158	REGISTERED	3651788	07/07/09
None (Design only)	77213150	REGISTERED	3651787	07/07/09
ARTIST ON ARTIST	77213132	REGISTERED	3450621	06/17/08
BLACK CURTAIN SCREENINGS	77213115	REGISTERED	3544404	12/09/08
None (Design only)	77212163	REGISTERED	3561893	01/13/09
None (Design only)	77212148	REGISTERED	3651786	07/07/09
MYSPLACE SECRETE SHOWS	77197303	REGISTERED	3528393	11/04/08
MYSPLACE SECRET SHOWS	77197269	REGISTERED	3463669	07/08/08
ARTIST ON ARTIST MYSPLACE.COM	77105626	REGISTERED	3390966	03/04/08
MYSPLACE SECRET STAND-UP	77104101	REGISTERED	3513223	10/07/08
MYSPLACE SECRETE STAND-UP	77104082	REGISTERED	3513222	10/07/08
HEY, PLAY THIS...!	77077157	REGISTERED	3402597	03/25/08
HEY, PLAY THIS...!	77076913	REGISTERED	3360311	12/25/07
HEY, PLAY THIS...!	77076895	REGISTERED	3402595	03/25/08
MYSPLACEIM	77063726	REGISTERED	3458733	07/01/08
MYSPLACE	75329019	REGISTERED	2593333	07/16/02
KSOLO	78580343	REGISTERED	3294815	09/18/07
FLIDGETS	77487229	REGISTERED	3560647	01/13/09
RULE YOUR MEDIA	77437135	REGISTERED	3505203	09/23/08
FLEKTOR	77400797	REGISTERED	3504866	09/23/08
FLEKTOR	76675029	REGISTERED	3354831	12/18/07

**Grantor: Specific Media LLC**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
XUMO	85127277	REGISTERED	3992590	7/12/2011
JEN AND BARB MOM LIFE	85120074	REGISTERED	3954603	5/3/2011
BBE	77679347	REGISTERED	3753909	3/2/2010
BBE THE DIGITAL VIDEO AUTHORITY	77600246	REGISTERED	3755743	3/2/2010

**Grantor: Vindico LLC**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
REAL DEMO	77852682	REGISTERED	3987664	7/5/2011
VINDICO	77099691	REGISTERED	3523094	10/28/2008
ADDIRECTOR	77099660	REGISTERED	3633593	6/9/2009

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.