

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|--------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST AMENDMENT TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (FIRST LIEN) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WBS GROUP LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| WICKS BROADCAST SOLUTIONS, LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| MARKETRON INTERNATIONAL, LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| WICKS BROADCAST SOLUTIONS HOLDINGS, LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| WBS GROUP HOLDINGS, LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| TAPSCAN, LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: ALABAMA |
| RECEIVING PARTY DATA | | | |
| Name: | CapitalSource Finance LLC | | |
| Street Address: | 5404 Wisconsin Avenue, 2nd Floor | | |
| City: | Chevy Chase | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20815 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4078805 | MARKETRON | |
| Registration Number: | 3983768 | MARKETRON | |
| Registration Number: | 3983767 | MARKETRON | |
| Registration Number: | 3964219 | MARKETRON EXCHANGE | |
| Registration Number: | 3968524 | REVENUE BUILDER | |

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|----------------|----------|------|
| Serial Number: | 85465054 | MMMM |
| Serial Number: | 85465046 | MMMM |
| Serial Number: | 85465037 | MMMM |

CORRESPONDENCE DATA

Fax Number: 6172890683

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

Phone: 617-856-8124

Email: mleonardo@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick LLP

Address Line 4: Boston, MASSACHUSETTS 02111

| | |
|-------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 23324/109 |
|-------------------------|-----------|

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|--------------------|------------------|
| NAME OF SUBMITTER: | Mark S. Leonardo |
|--------------------|------------------|

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|------------|--------------------|
| Signature: | /Mark S. Leonardo/ |
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|-------|------------|
| Date: | 05/07/2012 |
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Total Attachments: 6

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**FIRST AMENDMENT TO ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN (FIRST LIEN)**

This First Amendment to Acknowledgment of Intellectual Property Collateral Lien (First Lien) (this "**Amendment**") is dated as of May 4, 2012, by each of WBS GROUP LLC, a Delaware limited liability company ("**WBS Group**"), WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company ("**WBS**"), MARKETRON INTERNATIONAL, LLC, a Delaware limited liability company, as successor to Marketron International, Inc., a Delaware corporation ("**Marketron**"), WICKS BROADCAST SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), WBS GROUP HOLDINGS, LLC, a Delaware limited liability company ("**WBS Group Holdings**"), TAPSCAN, LLC, an Alabama limited liability company ("**Tapscan**" and together with WBS Group, WBS, Marketron, Holdings and WBS Group Holdings, each a "**Grantor**" and collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "**Secured Party**"). This Amendment amends that certain Acknowledgement of Intellectual Property Collateral Lien (First Lien) dated as of June 8, 2007 among the Grantors and Secured Party, for the benefit of the Lenders (the "**Acknowledgement**").

WITNESSETH:

WHEREAS, Grantors, Secured Party and Lenders entered into that certain Amended and Restated Credit Agreement dated as of May 14, 2010, as amended, including as amended by that certain Joinder, Assumption and Amendment Agreement dated as of October 7, 2010 and that certain Forbearance Agreement and Second Amendment to Amended and Restated Credit Agreement dated as of November 10, 2011 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**"), pursuant to which the Agent and Lenders made/make Loans and other financial accommodations to the Credit Parties; and

WHEREAS, Grantors and Secured Party entered into that certain Security Agreement (First Lien) dated as of June 8, 2007 (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Security Agreement**"), which Security Agreement was reaffirmed, ratified and confirmed in Section 15.3 of the Credit Agreement; and

WHEREAS, Capitalized terms used herein and not defined herein shall have the same meanings given to such terms in the Acknowledgment or Security Agreement, as applicable.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement for Secured Party and Lenders to continue to perform under the Credit Agreement, Security Agreement and the other Loan Documents, the parties hereto agree as follows:

Section 1. Amendments.

- (I) Schedule I to the Acknowledgement is hereby amended to add the Trademarks set forth on Schedule A to this Amendment, which Trademarks: (a) shall be and hereby are made Trademarks as applicable, under and pursuant to the

Acknowledgement in all respects; (b) shall be and hereby are Trademarks referred to in the Acknowledgement; and (c) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule I in the Acknowledgement are hereby deemed to refer to Schedule I as amended by Schedule A to this Amendment.

- (II) Schedule II to the Acknowledgement is hereby amended to add the Copyrights set forth on Schedule A to this Amendment, which Copyrights: (a) shall be and hereby are made Copyrights as applicable, under and pursuant to the Acknowledgement in all respects; (b) shall be and hereby are Copyrights referred to in the Acknowledgement; and (c) shall constitute security for the Obligations. In connection with the foregoing, all references to Schedule II in the Acknowledgement are hereby deemed to refer to Schedule II as amended by Schedule A to this Amendment.

- (III) A new Section 4 shall be and hereby is added to the Acknowledgement immediately following Section 3 thereof as follows:

“Section 4. New Intellectual Property. If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full in cash and the Credit Agreement shall have been terminated, any Grantor shall obtain rights to any new Intellectual Property Collateral, then the provisions of Section 2 of this Acknowledgement and Section 2 of the Security Agreement shall automatically apply thereto. In furtherance and not in limitation of any provision of the Credit Agreement or Security Agreement, each Grantor hereby authorizes Secured Party: (a) to modify this Acknowledgement, without the necessity of any Grantor’s further approval or signature, by noting any future acquired Intellectual Property Collateral on Schedule I, Schedule II and/or Schedule III hereto, as applicable; provided, however, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of such Grantor or rights of Secured Party hereunder and (b) to record such amended Schedule I, Schedule II and/or Schedule III, as applicable, in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, in each case without the necessity of any Grantor’s further approval or signature; provided, however, that the failure of Secured Party to make any such filing shall not limit or affect the obligations of any Grantor or rights of Secured Party hereunder.”

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party in all of Grantor’s right, title, and interest in, to, and under the Intellectual Property Collateral and under the Acknowledgement and the Security Agreement, including, without limitation, as identified on Schedule I, Schedule II and Schedule III to the Acknowledgement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party continuing security interests in all of Grantor’s right, title, and interest in, to, and under the Trademarks and Copyrights identified on Schedule A attached hereto as fully as if such Trademarks and Copyrights had originally been located on Schedule I or Schedule II, as applicable (in accordance with Section 2 of the Acknowledgement as amended by this Amendment); and (c) agrees that the Acknowledgement, as amended hereby, is and shall remain in full force and effect.

Section 3. Conflict Provision. This Amendment has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Acknowledgment, Security Agreement and the Credit Agreement. In the event that any provisions of this Amendment or the Acknowledgment are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement, as applicable, shall govern.

Section 4. Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by facsimile or .pdf shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by facsimile or .pdf also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment. This Amendment shall be deemed to be a Loan Document.

Section 5. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be inapplicable to the extent of such invalidity without affecting the validity or enforceability of the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 6. Section Headings. Section headings herein are included for convenience of reference only and shall not affect the meaning or interpretation of this Amendment.

Section 7. Successors and Assigns. This Amendment shall be binding upon the Grantor and its respective successors and permitted assigns and shall inure to the benefit of Secured Party and its respective successors, assigns and nominees.

Section 8. MISCELLANEOUS. THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS AND SECURED PARTY UNDER THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE CREDIT AGREEMENT AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE CREDIT AGREEMENT.

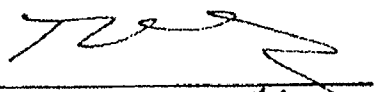
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IN WITNESS WHEREOF, each Grantor has caused this First Amendment to Acknowledgment of Intellectual Property Collateral Lien (First Lien) to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

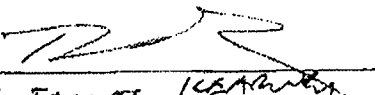
WBS GROUP LLC

By: 
Name: THOMAS KEARNEY
Title: V.P.

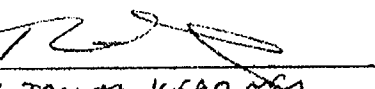
WICKS BROADCAST SOLUTIONS, LLC

By: 
Name: THOMAS KEARNEY
Title: V.P.

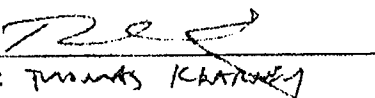
MARKETRON INTERNATIONAL, LLC

By: 
Name: THOMAS KEARNEY
Title: V.P.


WICKS BROADCAST SOLUTIONS HOLDINGS, LLC

By: 
Name: THOMAS KEARNEY
Title: V.P.

WBS GROUP HOLDINGS, LLC

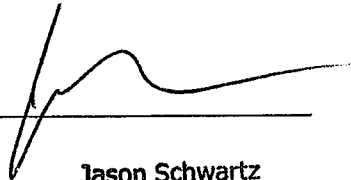
By: 
Name: THOMAS KEARNEY
Title: V.P.

TAPSCAN, LLC

By: 
Name: THOMAS KEARNEY
Title: V.P.

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Name: _____
Title: _____
Jason Schwartz
Authorized Signatory

[Signature Page to First Amendment to Acknowledgement of Intellectual Property Collateral Lien (First Lien)]

SCHEDULE A
to
FIRST AMENDMENT TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY
COLLATERAL LIEN (FIRST LIEN)

(ADDITIONS TO SCHEDULE I TO ACKNOWLEDGEMENT)

A. REGISTERED TRADEMARKS

| FEDERAL REGISTRATION – IN THE NAME OF MARKETRON INTERNATIONAL, LLC (Successor to Marketron International, Inc.) | | | | |
|--|---------------|--------------------------|----------|------------|
| Trademark | Country | Serial/Appln. No/Date | Reg. No. | Status |
| MARKETRON | United States | 85009222 4-8-2010 | 4078805 | Registered |
| MARKETRON | United States | 85009227 4-8-2010 | 3983768 | Registered |
| MARKETRON | United States | 85009225 4-8-2010 | 3983767 | Registered |
| MARKETRON EXCHANGE | United States | 77944872 2-25-2010 | 3964219 | Registered |
| FEDERAL REGISTRATION – IN THE NAME OF MARKETRON BROADCAST SOLUTIONS, LLC | | | | |
| REVENUE BUILDER | United States | 77944868 2-25-2010 | 3968524 | Registered |

B. TRADEMARK APPLICATIONS

| FEDERAL REGISTRATION – IN THE NAME OF MARKETRON INTERNATIONAL, LLC (Successor to Marketron International, Inc.) | | | | |
|--|---------------|-------------|------------|---------|
| Trademark | Country | Appln. Date | Appln. No. | Status |
| MMMM | United States | 11-4-2011 | (85465054) | Pending |
| MMMM | United States | 11-4-2011 | (85465046) | Pending |
| MMMM | United States | 11-4-2011 | (85465037) | Pending |

(ADDITIONS TO SCHEDULE II TO ACKNOWLEDGEMENT)

A. REGISTERED COPYRIGHTS

| FEDERAL REGISTRATION – IN THE NAME OF TAPSCAN, LLC | | |
|--|--------------------------|--------------|
| Title | Reg. No./Reg. Date | Owner |
| TAPSCAN COST PER THOUSAND NET REACH COMPARISONS | TX-2-005-466 04/09/85 | Tapscan, LLC |