

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ingenio, Inc.		05/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus YP Arranger, LLC, as collateral agent
Street Address:	c/o Cerberus Capital Management, L.P., 875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3022886	INGENIO
Registration Number:	2614663	KEEN
Registration Number:	2428234	KEEN
Registration Number:	2655840	KEEN
Registration Number:	2629915	KEEN
Registration Number:	3268966	KNOWLEDGE ON CALL
Registration Number:	3051828	LIVE!TRACKING
Registration Number:	3730014	OPPORTUNITY CALLS
Registration Number:	2950722	PAY PER CALL
Registration Number:	3243780	ETHER

CORRESPONDENCE DATA

Fax Number: 2125935955
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

CH \$265.00 3022886

Phone: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff 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:	014951-1275
NAME OF SUBMITTER:	Scott Kareff (014951-1275)
Signature:	/Scott Kareff/
Date:	05/08/2012

Total Attachments: 3

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GRANT OF SECURITY INTEREST- - TRADEMARKS

INGENIO, INC.

WHEREAS, Ingenio, Inc. (the "Grantor") has adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated May 8, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus YP Arranger, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); provided, however, that, notwithstanding anything to the contrary in this Grant of Security Interest – Trademarks, Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest
-Trademarks to be duly executed by its officer thereunto duly authorized as of May 8, 2012.

INGENIO, INC.

By: _____



Name: Mark Smith

Title: Chief Financial Officer

Term Loan B - Grant of Security Interest (Trademarks)

TRADEMARK
REEL: 004775 FRAME: 0715

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks and Trademark Applications

Trademark	Ownership	Status	Application Number	Registration Number	Registration Date
INGENIO	Ingenio, Inc.	Registered	78234306	3022886	06-Dec-2005
KEEN	Ingenio, Inc.	Registered	76235677	2614663	03-Sep-2002
KEEN	Ingenio, Inc.	Registered	75833274	2428234	13-Feb-2001
KEEN (Stylized)	Ingenio, Inc.	Registered	76235790	2655840	03-Dec-2002
KEEN (Stylized)	Ingenio, Inc.	Registered	76029673	2629915	08-Oct-2002
KNOWLEDGE ON CALL	Ingenio, Inc.	Registered	78265175	3268966	24-Jul-2007
LIVE!TRACKING	Ingenio, Inc.	Registered	78308287	3051828	24-Jan-2006
OPPORTUNITY CALLS	Ingenio, Inc.	Registered	78509502	3730014	22-Dec-2009
PAY PER CALL	Ingenio, Inc.	Registered	78344436	2950722	10-May-2005
ETHER	Ingenio, Inc.	Registered	78722169	3243780	22-May-2007