

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
XL Marketing Corp.		05/14/2012	CORPORATION: DELAWARE
Ward Media, Inc.		05/14/2012	CORPORATION: DELAWARE
Spire Visision LLC		05/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
MEDIActivate, LLC		05/14/2012	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Serial Number:	85474204	XL MARKETING
Registration Number:	3672149	ENROLL POWER
Registration Number:	3675714	CALLPOWER
Registration Number:	3479605	LEADPOWER
Registration Number:	3969565	CPA DETECTIVE
Registration Number:	3745681	SPIRE VISION
Registration Number:	3279052	EMAILSEARCHADS
Registration Number:	3281665	MEDIACTIVATE

CORRESPONDENCE DATA	
Fax Number:	3128637865

OP \$215.00 85474204

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

Phone: 312-201-3865  
Email: sharon.patterson@goldbergkohn.com  
Correspondent Name: Sharon Patterson, Paralegal  
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.  
Address Line 2: Ste. 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.248
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/14/2012

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2012, by XL Marketing Corp., a Delaware corporation ("XL Marketing"), Ward Media, Inc., a Delaware corporation, Spire Vision LLC, a Delaware limited liability company ("Spire Vision"), and MEDIAActivate, LLC, a Nevada limited liability company ("MEDIAActive"; together with XL Marketing, Ward Media and Spire Vision, collectively, the "Grantors" and each individually a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among XL Marketing, as borrower, the lenders from time to time party thereto ("Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of XL Marketing;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks set forth on Schedule I hereto;
- (b) all divisions or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

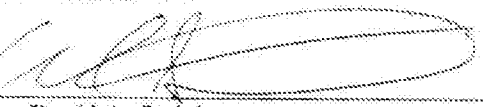
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

XL MARKETING CORP.

By:   
Name: David A. Steinberg  
Title: CEO

WARD MEDIA, INC.

By:   
Name: David A. Steinberg  
Title: CEO & President

SPIRE VISION, LLC

By: \_\_\_\_\_  
Name: Daniel S. Berger  
Title: Vice President

MEDIACTIVATE, LLC

By: \_\_\_\_\_  
Name: Daniel S. Berger  
Title: President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

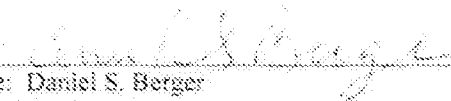
XI. MARKETING CORP.

By: \_\_\_\_\_  
Name: David A. Steinberg  
Title: CEO

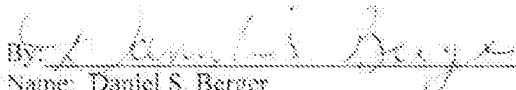
WARD MEDIA, INC.

By: \_\_\_\_\_  
Name: David A. Steinberg  
Title: CEO & President

SPIRE VISION, LLC

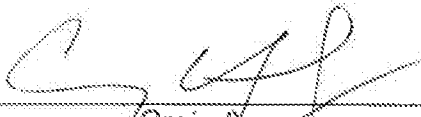
By:  \_\_\_\_\_  
Name: Daniel S. Berger  
Title: Vice President

MEDIACTIVATE, LLC

By:  \_\_\_\_\_  
Name: Daniel S. Berger  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,  
as Agent

By:   
Name: Craig Lacy  
Title: Chief Credit Officer  
Senior Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>OWNER INFORMATION</b>	<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>
XL Marketing Corp.	XL MARKETING	85474204	NA	NA
Ward Media, Inc.	ENROLL POWER	77628546	3672149	08/25/09
Ward Media, Inc.	CALLPOWER	77628534	3675714	09/01/09
Ward Media, Inc.	LEADPOWER	77315849	3479605	08/05/08
Spire Vision LLC	CPA DETECTIVE	85117399	3969565	05/31/11
Spire Vision LLC	SPIRE VISION	77029816	3745681	02/09/10
Spire Vision LLC	EMAILSEARCHADS	77029813	3279052	08/14/07
MEDIAactivate, LLC	MEDIAACTIVATE	77029807	3281665	08/21/07