

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
MediaOcean LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 S Dearborn St. Flr 7, Mail Suite IL1-0054
Internal Address:	Attention: Erica Lowe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3645029	BRANDOCEAN
Registration Number:	2969578	DDS
Registration Number:	3000082	DDS DONOVAN DATA SYSTEMS
Registration Number:	4024283	IDESK
Registration Number:	4030176	MEDIACON
Registration Number:	2435167	PROPOSER
Registration Number:	2404130	PROPOSER
Registration Number:	1280227	SPOTPAK

**CORRESPONDENCE DATA**

Fax Number: 6175747659  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 617-574-4153

OP \$215.00 3645029

Email: lbillone@goulstonstorrs.com  
Correspondent Name: Lisa Billone  
Address Line 1: 400 Atlantic Avenue  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Lisa Billone
Signature:	/Lisa Billone/
Date:	06/04/2012

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2012, is made by MediaOcean, LLC, a Delaware limited liability company ("Borrower"), and each of the other entities listed on the signature pages hereof as grantors (together with Borrower, each a "Grantor" and, collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as Lender (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among the Borrower, the other Grantors, the other loan parties party thereto and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"), the Lender has agreed to extend credit for the benefit of the Borrower;

WHEREAS, the Lender is willing to extend credit under the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Lender, that certain Pledge and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Lender 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender 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"):

- 2.1. all of its Trademarks, including those referred to on Schedule 1 hereto;
- 2.2. all reissues, continuations or extensions of the foregoing;
- 2.3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- 2.4. 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 such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant

to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of the this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

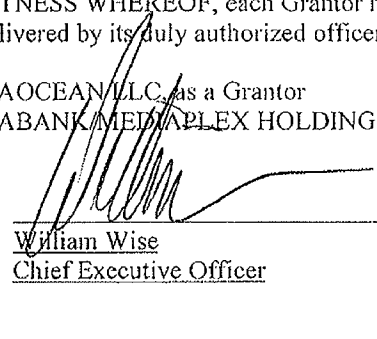
4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Lender and the Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[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.

MEDIAOCEAN/LLC, as a Grantor  
MEDIABANK/MEDIAPLEX HOLDINGS, LLC, as a Grantor

By:   
Name: William Wise  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,  
as Lender

By: *Kerry Jassan*  
Name: Kerry Jassan  
Title: VP

**SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Status</b>	<b>App/Reg. No.</b>	<b>App/Reg. Date</b>	<b>Owner</b>
ADVAULT	Registered	2286002	10/12/99	Mediabank/Mediaplex Holdings, LLC
ADWARE	Registered	1237133	05/10/83	Mediabank/Mediaplex Holdings, LLC
ORDER VALET	Registered	2810568	02/03/04	Mediabank/Mediaplex Holdings, LLC
BRANDOCEAN	Registered	3645029	06/23/09	MediaOcean LLC
DDS	Registered	2969578	07/19/05	MediaOcean LLC
DDS DONOVAN DATA SYSTEMS	Registered	3000082	09/27/05	MediaOcean LLC
IDESK	Registered	4024283	09/13/11	MediaOcean LLC
MEDIAOCEAN	Registered	4030176	09/27/11	MediaOcean LLC
PROPOSER	Registered	2435167	03/13/01	MediaOcean LLC
PROPOSER	Registered	2404130	11/14/00	MediaOcean LLC
SPOTPAK	Registered	1280227	05/29/84	MediaOcean LLC