

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term B Facility Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardomain Network, Inc.		09/26/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	1615 Brett Road
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3077863	CARDOMAIN
Registration Number:	3077864	CARDOMAIN
Registration Number:	3171143	INSIDETRACK
Registration Number:	2947758	SOUNDDOMAIN
Registration Number:	3772331	CARDOMAIN
Registration Number:	4045723	
Registration Number:	3958145	CARDOMAIN
Registration Number:	3510791	STREETFIRE

CORRESPONDENCE DATA

Fax Number: 9177772656
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 735-2656
 Email: Faith.Robinson@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

CH \$215.00 3077863

Address Line 1: Attn: Elaine D. Ziff, Esq.
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	690220/1197
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NAME OF SUBMITTER:	Elaine D. Ziff
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Signature:	/eziff/
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Date:	10/25/2012
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Total Attachments: 5

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TERM B FACILITY TRADEMARK SECURITY AGREEMENT

THIS TERM B FACILITY TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”), dated as of September 26, 2012, by CARDOMAIN NETWORK, INC., a Washington corporation located at 27500 Riverview Center Blvd., Suite 400, Bonita Springs, FL 34134 (“**Grantor**”), in favor of CITICORP NORTH AMERICA, INC., a Delaware corporation located at 1615 Brett Road, New Castle, Delaware 19720, as Term B Collateral Agent for the First Lien Term Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity as collateral agent, the “**Collateral Agent**”).

W i t n e s s e t h:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of June 19, 2009 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Borrower, certain Subsidiaries of the Borrower, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), Citicorp North America, Inc., as Term B Collateral Agent, as Term B Collateral Agent and as administrative agent, and certain other parties thereto, the Lenders have agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Term B Facility Pledge and Security Agreement, dated as of June 19, 2009 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Borrower, certain other Subsidiaries of the Borrower as grantors thereunder, and the Collateral Agent, the parties entered into a Term B Trademark Security Agreement recorded at Reel 4012 / Frame 0001;

WHEREAS, pursuant to the Counterpart Agreement, dated as of September 26, 2012, by Grantor in favor of the Collateral Agent and Citicorp North America, Inc. as Administrative Agent and as Term A Collateral Agent, Grantor became a party to the Pledge and Security Agreement; and

WHEREAS, Source Interlink Media, LLC contributed certain assets to Grantor, including the Trademark Collateral (as defined below) and pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein and in the Pledge and Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

1. Pledge and Security Agreement Definitions.

Unless otherwise defined herein, capitalized terms used herein (including the preamble and recitals hereto) and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

2. Grant of Security in Trademarks.

Grantor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the First Lien Term Secured Parties, a Lien on and security interest in all of Grantor’s right, title and interest in, to and under all of the following personal property of Grantor, in each case whether now

owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, internet domain names, and other source or business identifiers, and, in each case, all goodwill associated therewith, (ii) all registrations, applications for registration, renewals, and recordings thereof and the right to obtain the same, in each case whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including each application and registration referred to in Schedule 1 attached hereto, and (iii) all common-law rights related thereto; and
- (b) all rights to sue at law or in equity for any infringement, misappropriation, or other violation or impairment thereof and the right to receive all Proceeds (including, licenses, royalties, income, payments, claims, damage awards and proceeds of suit) therefrom.

3. Pledge and Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission, electronic mail or by posting on the Platform shall be effective as delivery of a manually executed counterpart hereof.


5. Governing Law.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first written above.

CARDOMAIN NETWORK, INC.,
as Grantor

By: 
Name: John Bode
Title: Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officers thereunto duly authorized as of the date first written above.

CARDOMAIN NETWORK, INC.,
as Grantor

By: _____
Name: John Bode
Title: Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.
as Collateral Agent

By: 
Name: **William Washburn**
Title: **Director**

SCHEDULE 1

Trademark	Country	Registration No.	Registration Date
CARDOMAIN	United States	3077863	April 4, 2006
CARDOMAIN	United States	3077864	April 4, 2006
INSIDE TRACK	United States	3171143	November 14, 2006
SOUNDDOMAIN	United States	2947758	May 10, 2005
CARDOMAIN	United States	3772331	April 6, 2010
A stylized automotive gauge contained within a right slanting oval	United States	4045723	October 25, 2011
CARDOMAIN	United States	3958145	May 10, 2011
STREETFIRE	United States	3510791	October 7, 2008