

Form PTO-1594 (Rev. 07-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

PSKW LLC

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other DELAWARE LIMITED LIABILITY COMPANY
Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: Fox Chase Bank
Internal Address _____
Street Address: 1390 Davisville Road
City: Harboro
State: MA
Country: USA Zip: 19040
 Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Federal Savings Bgg Citizenship Pennsylvania
If assignor is not domiciled in the United States a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3 Nature of conveyance (Execution Date(s) :

Execution Date(s) 01/27/2012
 Assignment Merger
 Security Agreement Change of Name
 Other IP SECURITY AGREEMENT

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
77722650
B. Trademark Registration No (s)
3264743 & 3858780 & 3988266 & 3916440 & 3893324
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Time-Release Messaging (3264743); One2One Personalized ECO (3858780); Time-Release Messaging (77722650); PSKW (3988266); PSKW Innovators in Loyalty Marketing (3916440); PSKW and Design (3893324)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Pepper Hamilton LLP
Internal Address: Suite 5000
Street Address: 500 Grant Street
City: Pittsburgh
State: PA Zip: 15219
Phone Number: 412.454.5000
Fax Number: 412.281.0117
Email Address: john.helms@pepperlaw.com

6. Total number of applications and registrations involved.

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number: 390426
Authorized User Name: Pepper Hamilton LLP

9. Signature: _____ Date: 4-30-12

Joseph Helms Signature
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CH \$165.00 500436 7772265

CONVEYING PARTIES CONTINUED.....

PSKW MANAGEMENT GROUP, INC., a New Jersey Corporation

CENTRICITY GROUP, LLC, a Delaware Limited Liability Company

TRIAX MEDIA GROUP, LLC, a Kentucky Limited Liability Company

MARKET SHARE MOVERS LLC, a Pennsylvania Limited Liability Company

FIRSTRXSAVINGS, LLC, a Delaware Limited Liability Company

EXECUTION COPY**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this "**Agreement**") dated January 27, 2012, is made by and among (i) **PSKW, LLC**, a Delaware limited liability company, and **PSKW MANAGEMENT GROUP, INC.**, a New Jersey corporation (each individually a "**Borrower**" and collectively, "**Borrowers**"), (ii) **CENTRICITY GROUP, LLC**, a Delaware limited liability company, **TRIAX MEDIA GROUP, LLC**, a Kentucky limited liability company, **MARKET SHARE MOVERS LLC**, a Pennsylvania limited liability company, and **FIRSTRXSAVINGS, LLC**, a Delaware limited liability company (each individually a "**Company Guarantor**" and collectively "**Company Guarantors**" and together with the Borrowers the "**Grantors**"), in favor of (iii) **FOX CHASE BANK**, as administrative agent (the "**Administrative Agent**"), for the benefit of the Administrative Agent and the ratable benefit of the Lenders (as defined below).

WHEREAS, the Grantors are party to that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement (as amended, supplemented or modified from time to time, the "**Loan Agreement**"), dated of even date herewith, among the Borrowers, the Company Guarantors, each lender from time to time party thereto (each individually, a "**Lender**" and collectively, the "**Lenders**"), and the Administrative Agent, pursuant to which the Lenders have agreed to provide to the Borrowers certain credit facilities up to an aggregate principal amount of \$30,000,000 pursuant to the terms and conditions of the Loan Agreement;

WHEREAS, the Company Guarantors and Robert G. Previdi have entered into a Guaranty and Suretyship Agreement in favor of the Administrative Agent for the benefit of the Administrative Agent and the ratable benefit of the Lenders, dated of even date herewith pursuant to which the Company Guarantors and Robert G. Previdi agreed to jointly, severally and unconditionally guarantee the Borrowers' obligations under the Loan Agreement; and

WHEREAS, the Grantors have, in the Loan Agreement, among other things, granted to the Administrative Agent for the benefit of the Administrative Agent and the ratable benefit of the Lenders a security interest in certain Collateral (as defined in the Loan Agreement), including the intellectual property identified herein; and

WHEREAS, it is a condition precedent to the Lenders making the Loans to the Borrowers under the Loan Agreement that the Grantors execute this Intellectual Property Agreement for recording with the U.S. Patent and Trademark Office and the U.S. Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors agrees as follows:

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

Section 2. Grant of Security. Each of the Grantors hereby grants to the Administrative Agent for the benefit of the Administrative Agent and the ratable benefit of the

Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) all patents, patent applications, trademarks, trademark applications, service marks, registered copyrights, copyright applications, copyrights, trade names, trade secrets and software and all rights in the foregoing, and the goodwill associated therewith, now existing or hereafter arising, adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the United States Copyright 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, without limitation, any thereof referred to in Schedule I hereto, and (b) all reissues, extensions or renewals thereof.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantors under this Agreement secures the payment and performance of all of the Obligations.

Section 4. Recordation. Each of the Grantors authorize and request that the appropriate officials and officers at the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable government officer record this Agreement.

Section 5. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent and the Lenders with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. As between the Administrative Agent and each Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting. The Administrative Agent shall have all of the rights and benefits afforded it under the Loan Agreement and any other Loan Documents in the administration of this Agreement, as if such rights and benefits were specifically set forth herein, including, but not limited to, the rights and benefits set forth in the Loan Agreement.

Section 7. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.


Section 8. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Obligations, (b) be binding upon each Grantor and its successors, transferees and assigns; provided, however no Grantor may assign, delegate or transfer this Agreement or any of its rights or obligations hereunder without the prior written

consent of the Lenders, and (c) inure, together with the rights and remedies of the Administrative Agent and the Lenders hereunder, to the benefit of the Administrative Agent, the Lenders and their respective successors, transferees and assigns.


[Signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


PSKW, LLC, as Grantor

By: 
Name: Robert G. Previdi
Title: President and Chief Executive Officer


PSKW MANAGEMENT GROUP, INC., as Grantor

By: 
Name: Robert G. Previdi
Title: President


CENTRICITY GROUP, LLC, as Grantor

By: 
Name: Robert G. Previdi
Title: Member/Manager

TRIAx MEDIA GROUP, LLC, as Grantor

By: 
Name: Robert G. Previdi
Title: CEO, PSKW, LLC, Sole Member of Triax Media Group, LLC

MARKET SHARE MOVERS LLC, as Grantor

By: 
Name: Robert G. Previdi
Title: CEO, PSKW, LLC, Member of Market Share Movers LLC

FIRSTRXSAVINGS, LLC, as Grantor

By: 

Name: Robert G. Previdi

Title: Managing Member of Conricity Group,
LLC, sole member of FirstRxSavings, LLC

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004890 FRAME: 0448

SCHEDULE I**INTELLECTUAL PROPERTY**

- 1.) ***Trademark and Service Mark Applications or Registrations***
 - A. TIME-RELEASE MESSAGING: #3264743
 - B. ONE2ONE PERSONALIZED ECD: #3858780
 - C. TIME-RELEASE MESSAGING: #77/722,650
 - D. PSKW: #3988266
 - E. PSKW INNOVATORS IN LOYALTY MARKETING: #3916440
 - F. PSKW and Design: #3893324

- 2.) ***Copyright Registrations***
 - A. Time-Release Messaging Software Program: TX0007266800

- 3.) ***Patents (Pending)***
 - A. Personalized Time Release Messaging: Application No. 12/592,307
 - B. Apparatus and Method for Rewarding Consumers: Application No. 12/256,144
 - C. Apparatus and Method for Rewarding Consumers: Application No. 10/863,176

- 4.) ***Domain Names***
 - A. www.triaxmedia.com
 - B. www.pskw.com
 - C. www.digital-debateservices.com
 - D. www.digitaldebateservices.com
 - E. www.digital-debate.com
 - F. www.digitaldebate.net
 - G. www.firstrxsavings.com
 - H. www.centricitygroup.com
 - I. www.trydivo.com

- 5.) ***Licensed Intellectual property from Rhythm Interactive***
 - A. Point-Click Technology
 - B. Rhythm-Mail