

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-----------------------------------|
| AdVenture Interactive, Corp. | | 12/27/2012 | CORPORATION: DELAWARE |
| PlattForm Advertising, Inc. | | 12/27/2012 | CORPORATION: KANSAS |
| Direct Effect Media Corporation | | 12/27/2012 | CORPORATION: MISSOURI |
| Direct Marketing, LLC | | 12/27/2012 | LIMITED LIABILITY COMPANY: KANSAS |
| PlattForm VDW, Inc. | | 12/27/2012 | CORPORATION: DELAWARE |
| PlattForm Zuma, Inc. | | 12/27/2012 | CORPORATION: DELAWARE |
| Target Marketing, Inc. | | 12/27/2012 | CORPORATION: MISSOURI |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Madison Capital Funding LLC, as agent |
| Street Address: | 30 S Wacker Drive |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Serial Number: | 85782446 | PLATTFORM |
| Serial Number: | 85782457 | PLATTFORM TT |
| Serial Number: | 85750309 | PLATTFORM HIGHER EDUCATION |
| Serial Number: | 85750341 | PLATTFORM HIGHER EDUCATION TT |
| Registration Number: | 3297524 | EDUCATIONATLAS.COM |
| Registration Number: | 3920604 | SGE SELFGROWTHENGINE.COM |
| Serial Number: | 85643449 | LIQUID EDUCATION |

CORRESPONDENCE DATA

900243849

TRADEMARK
 REEL: 004940 FRAME: 0477

CH \$190.00 85782446

Fax Number: 3125585700

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

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 6737-154 |
| NAME OF SUBMITTER: | Laura Konrath |
| Signature: | /Laura Konrath/ |
| Date: | 01/10/2013 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, certain of the persons listed on the signature pages hereof (collectively, the “Grantors”), own the Trademarks listed on Schedule 1 annexed hereto and/or are parties to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 27, 2012 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among AdVenture Interactive, Corp., as the Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Madison Capital Funding LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 27, 2012 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantors and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the “Grantee”), Grantors have granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantors rights, titles and interests in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantors, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantors are a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto;

(iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark and Trademark License (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iv) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and Trademark License and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(v) any and all products and proceeds of the foregoing.

Grantors hereby irrevocably constitute and appoint Grantee and any officer or agent thereof, with full power of substitution, as their true and lawful attorney-in-fact with full power and authority in the name of Grantors, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

This Trademark Security Agreement shall be governed by the laws of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ___ day of December, 2012

ADVENTURE INTERACTIVE, CORP.

By: 
Name: Michael Platt
Title: Chief Executive Officer

PLATTFORM ADVERTISING, INC.

By: 
Name: Michael Platt
Title: Chief Executive Officer

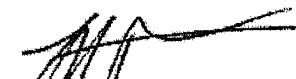
DIRECT EFFECT MEDIA CORPORATION

By: 
Name: Michael Platt
Title: Chief Executive Officer

DIRECT MARKETING, LLC

By: 
Name: Michael Platt
Title: Chief Executive Officer

PLATTFORM VDW, INC.

By: 
Name: Michael Platt
Title: Chief Executive Officer

PLATTFORM ZUMA, INC.

By: 
Name: Michael Platt
Title: Chief Executive Officer

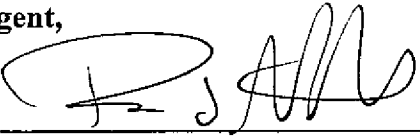
TARGET MARKETING, INC.

By: 
Name: Michael Platt
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - AdVenture Interactive, Corp.]

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Agent,

By: 
Name: **Peter J. Notter**
Title: **Senior Vice President**

[Signature Page to Trademark Security Agreement - AdVenture Interactive, Corp.]

TRADEMARK
REEL: 004940 FRAME: 0483

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

| <u>Grantor</u> | <u>Description</u> | <u>Registration/Filing Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|--|--|---------------------------------|---------------------|-------------------------------------|
| PlattForm Advertising, Inc. | PlattForm | 11/19/2012 | Pending Application | 85/782,446 |
| PlattForm Advertising, Inc. | PlattForm TT (with design) | 11/19/2012 | Pending Application | 85/782,457 |
| PlattForm Advertising, Inc. | PlattForm Higher Education | 10/10/2012 | Pending Application | 85/750,309 |
| PlattForm Advertising, Inc. | PlattForm Higher Education TT (with design) | 10/10/2012 | Pending Application | 85/750,341 |
| PlattForm Advertising, Inc. | Educationatlas.com | 09/25/2007 | Registered | 3,297,524 |
| PlattForm VDW, Inc., d/b/a PlattForm Advertising | SGE SelfGrowthEngine.com (with design) | 02/15/2011 | Registered | 3,920,604 |
| Target Marketing, Inc. | Liquid Education | 06/05/2012 | Pending Application | 85/643,449 |