

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
Strategic Marketing Services, LLC		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merion Investment Partners II, L.P.		
Street Address:	555 East Lancaster Avenue		
Internal Address:	Suite 500		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3724609	AUCTIONLINK	
Serial Number:	85581315	STRATEGIC MARKETING INC	
Serial Number:	85582384	STRATEGIC MARKETING INC	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215-569-5619		
Email:	vaitl@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye, Esquire		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	120852-01015		

OP \$90.00 3724609

NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/tdp/
Date:	01/17/2013
Total Attachments: 6 source=Trademark security agreement#page1.tif source=Trademark security agreement#page2.tif source=Trademark security agreement#page3.tif source=Trademark security agreement#page4.tif source=Trademark security agreement#page5.tif source=Trademark security agreement#page6.tif	

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "**Subordination Agreement**") dated as of December 17, 2012 by and among Merion Investment Partners II, L.P. ("**Subordinated Creditor**"), Strategic Marketing Services, LLC., a Delaware limited liability company ("**Borrower**"), Strategic Marketing Holdings, LLC, a Delaware limited liability company ("**Holdings**"), the other "**Companies**" from time to time party thereto, and Bank of Montreal ("**Senior Lender**"), to the indebtedness (including interest) owed by the Companies pursuant to, and the liens arising under, the Senior Debt Documents (as defined in the Subordination Agreement), as such Senior Debt Documents have been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness, and any related liens, refinancing the indebtedness under the Senior Debt Documents as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("**Agreement**"), dated as of December 17, 2012, by and between **STRATEGIC MARKETING SERVICES, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of **MERION INVESTMENT PARTNERS II, L.P.** ("**Lender**").

WITNESSETH:

WHEREAS, pursuant to that certain Senior Subordinated Term Loan and Security Agreement dated as of the date hereof, by and among Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), the Lender has agreed to make Loans to the Grantor;

WHEREAS, Grantor, the other grantors party thereto and Lender entered into that certain General Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Collateral Agreement**"), as security for all Obligations;

WHEREAS, pursuant to the Collateral Agreement, Grantor granted to Lender, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Lender, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Loan Agreement. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers,

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prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the pending and/or registered trademarks and service marks listed on Schedule A, attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, all of the goodwill of the business connected with the use of, and symbolized by each Trademark, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. Grant of Security Interest in Trademark Collateral: Grantor hereby grants to Lender a continuing security interest in, and lien upon, all of Grantor's right, title and interest in, to and under the Trademarks, whether presently existing or hereafter created or acquired, all of the goodwill of the business connected with the use of, and symbolized by each Trademark, all products and proceeds of the foregoing, and all causes of action arising prior to or after the dates hereof for infringement of the Trademarks or unfair competition regarding the same (collectively, the "Trademark Collateral").

3. Agreement; Collateral Agreement: The security interest granted pursuant to this Agreement is granted in conjunction with, and not in limitation of, the security interest granted to Lender pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. Modification of Agreement: This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Lender may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any pending and/or registered Trademarks currently owned by Grantor or any pending and/or registered Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

5. Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

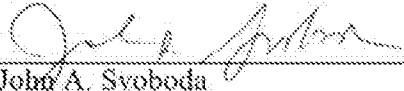
6. Assignments: This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

7. Governing Law: THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS OTHERWISE APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS OTHER THAN SECTION 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

[SIGNATURES ON FOLLOWING PAGES]

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

STRATEGIC MARKETING SERVICES, LLC

By: 
Name: John A. Svoboda
Title: Vice-President and Assistant Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

S-1

TRADEMARK
REEL: 004945 FRAME: 0059

ACCEPTED AND ACKNOWLEDGED BY:

MERION INVESTMENT PARTNERS II, L.P.,

By: Merion Financial Partners II, L.P., its General
Partner

By: Merion Fund Management II LLC, its
General Partner

By: 

Name: Gayle G. Hughes

Title: Member



SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

S-2

TRADEMARK
REEL: 004945 FRAME: 0060

SCHEDULE A

Trademarks

Name	Owner	Serial Number	Filing Date	Registration Number	Status
AUCTIONLINK	Strategic Marketing Services, LLC 1901 Stanley Gault Parkway, Louisville, KY 40223	77/620,672	11/24/2008	3,724,609	Registered
 STRATEGIC <small>MARKETING INC</small> Strategic Marketing Inc & Design	Strategic Marketing Services, LLC 1901 Stanley Gault Parkway, Louisville, KY 40223	85/581,315	3/27/2012		Pending
 STRATEGIC <small>MARKETING INC</small> Strategic Marketing Inc & Design	Strategic Marketing Services, LLC 1901 Stanley Gault Parkway, Louisville, KY 40223	85/582,384	3/28/2012		Pending