

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT																													
NATURE OF CONVEYANCE:		Trademark and License Security Agreement																													
CONVEYING PARTY DATA																															
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Fax Number:		3126095005																													
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent																															

CH \$90.00 3905983

via US Mail.

Phone: 312-609-7897
Email: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417.00.0054
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/29/2013

Total Attachments: 14

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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (this “**Agreement**”) dated as of January 25, 2013, made by and among DIVERSIFIED MERCURY COMMUNICATIONS, LLC, a Delaware limited liability company, DTR ADVERTISING, INC., a Delaware corporation, ECCO MARKETING, LLC, a Delaware limited liability company, IMARKETING LTD, INC., a New Jersey corporation, TRACKINGSOFT LLC, an Illinois limited liability company, DIVERSIFIED MERCURY COMMUNICATIONS HOLDING COMPANY, LLC, a Delaware limited liability company (collectively, the “**Grantors**” and individually, a “**Grantor**”), and Fifth Third Bank, an Ohio banking corporation, as agent for the Lenders referred to below (in such capacity, the “**Agent**”).

W I T N E S S E T H:

WHEREAS, the Agent, certain financial institutions from time to time a party thereto (the “**Lenders**”) and certain of the Grantors have entered into that certain Amended and Restated Loan, Guaranty and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), dated as of December 12, 2012, pursuant to which the Lenders have, subject to the terms and conditions set forth therein, agreed to extend certain credit facilities to the Grantors;

WHEREAS, the Agent, the Lender and the Grantors are entering in that certain Joinder and Amendment No. 1 to Amended and Restated Loan, Guaranty and Security Agreement (the “**Amendment**”);

WHEREAS, the Agent and the Lenders have required, as a further condition to entering into the Amendment and to secure the Obligations under the Loan Agreement and the other Loan Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined herein have the meanings assigned thereto in the Loan Agreement; and (b) the following terms have the following meanings:

“**Collateral**” see - Section 2.

“**Default**” means the occurrence of any Event of Default.

- (ii) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein

in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including, without limitation, references to the Loan Agreement and any of other Loan Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each of the Grantors hereby grants, to Agent, for its benefit and the ratable benefit of the Lenders a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of such Grantor's now owned or existing and hereafter acquired or arising (collectively, the "**Collateral**"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");
- (ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by

its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Agent, such Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in such Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. Each of the Grantors will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Grantor further agrees that it will not take any action, and will not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of such Grantor's business.

4. New Trademarks and Licenses. Each of the Grantors represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by such Grantor. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof. Each of the Grantors hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, each of the Grantors hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Loan Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agent for its benefit and the ratable benefit of the Lenders a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Each of the Grantors hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder

shall be co-extensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to such Grantor.

7. Nature and Continuation of Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and all commitments to lend under the Loan Agreement are terminated. At such time, the rights granted to Agent hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, at any reasonable time and from time to time, to inspect the premises of each of the Grantors and to examine the books, records, and operations of each of the Grantors relating to the Trademarks and the Licenses; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of such Grantor's ordinary business operations. Each of the Grantors agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent.

9. Duties of Grantors. Each of the Grantors shall have the duty, to the extent desirable in the normal conduct of such Grantor's business and consistent with such Grantor's current business practices or such Grantor's commercially reasonable business judgment: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as such Grantor deems appropriate, (iii) to take reasonable steps to preserve and maintain all of such Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks and (iv) obtain any consents, waivers or agreements necessary to enable Agent to exercise its remedies with respect to any and all Trademark Collateral. Any expenses incurred in connection with the foregoing shall be borne by such Grantor. No Grantor shall abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of such Grantor's business. Grantors agree to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all such applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of a Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Obligations secured hereby.

10. Agent's Right to Sue; Limited License. From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, each of

the Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Each of the Grantors shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby. Each of the Grantors hereby grants to Agent a license with respect to all Trademarks and Licenses owned or used by such Grantor to the extent necessary to enable Agent, effective upon the occurrence of any Default, to realize on the Trademarks and Licenses and any successor or assign to enjoy the benefits of the Trademarks and Licenses. This license shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such license is granted free of charge, without requirement that any monetary payment whatsoever including, without limitation, any royalty or license fee, be made to any Grantor or any other Person by Agent or any other Person.

11. Waivers. No course of dealing between any Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or other Loan Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Without limiting the generality of the foregoing, each Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence of a Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of such Grantor's business. Any proceeds of any of the Collateral may be applied by the Agent to the payment of expenses in connection with the enforcement of Agent's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Agent toward the payment of such of the Obligations, and in such order of application, as the Agent may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Grantors or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. §

1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each of the Grantors hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of a Default, each of the Grantors hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or non-exclusive license with respect to the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Licenses to anyone on commercially reasonable terms. Each of the Grantors hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Loan Agreement or other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agent and each of the Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their nominees, successors and assigns. Each of the Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

18. Governing Law/Forum Selection. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY

WITHIN THE STATE OF ILLINOIS. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY GRANTOR WITH RESPECT TO THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO SUCH GRANTOR AT THE ADDRESS SET FORTH BELOW ITS SIGNATURE ON THE SIGNATURE PAGE TO THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILS OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. EACH GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

19. Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be given in accordance with the terms and conditions of Section 19.09 of the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in 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 agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantors of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, the Grantors shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantors. Agent and the Grantors shall cooperate to effect all such recordals hereunder.

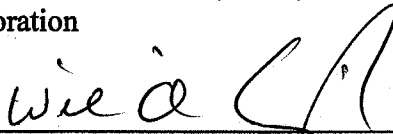
[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark and License Security Agreement

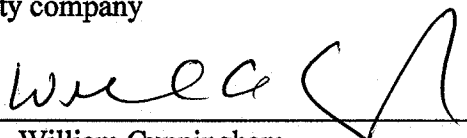
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTORS:

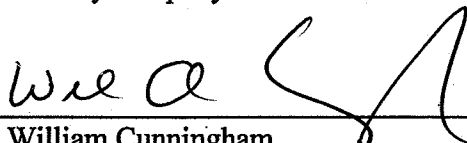
IMARKETING LTD, INC., a New Jersey corporation

By: 
William Cunningham
Senior Vice President and
Chief Financial Officer

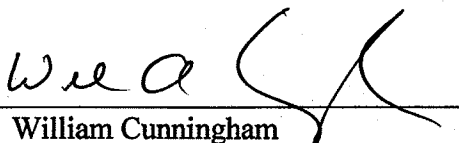
TRACKINGSOFT LLC, an Illinois limited liability company

By: 
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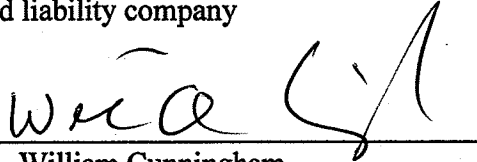
DTR ADVERTISING, INC., a Delaware corporation

By: 
William Cunningham
Senior Vice President and
Chief Financial Officer

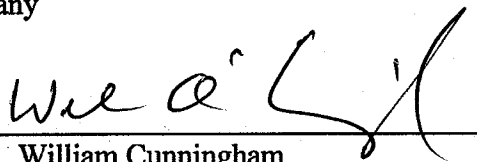
Signature Page to Trademark and License Security Agreement

GRANTORS:

ECCO MARKETING, LLC, a Delaware
limited liability company

By: 
William Cunningham
Senior Vice President and
Chief Financial Officer

**DIVERSIFIED MERCURY
COMMUNICATIONS HOLDING
COMPANY, LLC**, a Delaware limited liability
company

By: 
William Cunningham
Senior Vice President and
Chief Financial Officer

Address:

c/o Borrower Representative
225 Cedar Hill Street
Marlboro, Massachusetts 01752
Attention: William Cunningham
Telecopier: (508) 597-7315
E-Mail: wcunningham@mercurymedia.com

Signature Page to Trademark and License Security Agreement

AGENT:

FIFTH THIRD BANK, an Ohio banking corporation, as Agent

By: Michael E. May
Michael E. May
Vice President

Address:

222 S. Riverside Plaza, 30th Floor
Chicago, Illinois 60606

Signature page for the Trademark and License Security Agreement dated as of January 25, 2013 (the “**Agreement**”), by and among FIFTH THIRD BANK, an Ohio banking corporation, as Agent for certain Lenders (as defined therein), DIVERSIFIED MERCURY COMMUNICATIONS, LLC, a Delaware limited liability company, DTR ADVERTISING, INC., a Delaware corporation, ECCO MARKETING, LLC, a Delaware limited liability company, IMARKETING LTD, INC., a New Jersey corporation, TRACKINGSOFT LLC, an Illinois limited liability company, and DIVERSIFIED MERCURY COMMUNICATIONS, LLC HOLDING COMPANY, a Delaware limited liability company; capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The undersigned is executing a counterpart of this Agreement for purposes of becoming a party to this Agreement (and attached to this signature page are supplements to the Schedules to the Agreement setting forth all relevant information with respect to the undersigned). The undersigned hereby agrees that this Signature Page may be attached to the Agreement, that it shall be bound by all of the terms of the Agreement and that the Trademarks, Licenses and other Collateral described on the supplements attached to this Signature Page shall be deemed part of the Collateral under the Agreement securing the Obligations (as defined in the Loan Agreement). Without limiting the generality of the foregoing, pursuant to Section 2 of the Agreement, the undersigned hereby grants to Agent for its benefit and the ratable benefit of the Lenders, a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of undersigned’s interest in now owned or existing and hereafter acquired or arising Collateral to secure all Obligations.

[ADDITIONAL GRANTOR]

By: _____
Title: _____

SCHEDULE A

to Trademark and License Security Agreement

TRADEMARKS

Grantor Name	Trademark Registrations
Diversified Mercury Communications, LLC	“THE PERFORMANCE AGENCY”— U.S. Service Mark No. 3905983
DTR Advertising, Inc.	“MEDIATRAK” – U.S. Service Mark No. 2620796
iMarketing Ltd, Inc.	“RESULTS ARE MEASURED IN NUMBERS NOT WORDS” U.S. trademark No. 3739630

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

None.