

## 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
Access Digital Media, Inc.		02/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	1555 N. Rivercenter Dr. Ste 302		
Internal Address:	D. Neumann; Fund Cust. Admin.: US Bank: MK-WI-S302		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53212		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3151575	THE COURIER FOR THE DIGITAL ERA	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027395652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	032084-0001		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

CH \$40.00 3151575

Date:

03/06/2013

**Total Attachments: 5**

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**EXECUTION VERSION**

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2013, is made by **ACCESS DIGITAL MEDIA, INC.** (the "Loan Party") in favor of **PROSPECT CAPITAL CORPORATION**, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Collateral Agent").

**WITNESSETH:**

**WHEREAS**, pursuant to the Term Loan Agreement, dated as of February 28, 2013 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Term Loan Agreement"), among the Borrower, each Guarantor (as defined therein) that is a party thereto, the Lenders party thereto, and Prospect, in its separate capacities as Administrative Agent and Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, each Guarantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement dated as of February 28, 2013 in favor of Collateral Agent (as such agreement may be amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Term Loan Agreement) of the Borrower; and

**WHEREAS**, the Loan Party is party to the Security Agreement pursuant to which the Loan Party is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the Administrative Agent and the Collateral Agent to enter into the Term Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Loan Party hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Loan Party, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Loan Party, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Loan Party (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Loan Party of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty 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 Security Agreement and the Loan Party hereby acknowledges and agrees that the rights and remedies of the Collateral Agent (for the ratable benefit of the Secured Parties) with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Loan Party Remains Liable. The Loan Party hereby agrees that, anything herein to the contrary notwithstanding, the Loan Party shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. Any number of counterparts of this Trademark Agreement and the other Loan Documents, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow.]



ACCEPTED AND AGREED  
as of the date first above written:

PROSPECT CAPITAL CORPORATION, as  
Collateral Agent

By 

Name: M. Grier Eliasek

Title: President and Chief Operating officer

[Signature page to Trademark Security Agreement]

TRADEMARK  
REEL: 004976 FRAME: 0019

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Access Digital Media, Inc. is the registered owner of Trademark entitled "THE COURIER FOR THE DIGITAL ERA" (Serial No. 78-323372, Registration No. 3,151,575).

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.