

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
PlattForm Advertising, Inc.		03/22/2013	CORPORATION: KANSAS
AdVenture Interactive, Corp.		03/22/2013	CORPORATION: DELAWARE
Direct Effect Media Corporation		03/22/2013	CORPORATION: MISSOURI
Direct Marketing, LLC		03/22/2013	LIMITED LIABILITY COMPANY: KANSAS
PlattForm VDW, Inc.		03/22/2013	CORPORATION: DELAWARE
PlattForm Zuma, Inc.		03/22/2013	CORPORATION: DELAWARE
Target Marketing, Inc.		03/22/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Fifth Street Finance Corp., as Agent		
Street Address:	10 Bank Street, 12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
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 SELF-GROWTH-ENGINE.COM	
Serial Number:	85643449	LIQUID EDUCATION	
Serial Number:	85833702	ADULT EDUCATION JOURNAL	

CH \$215.00 85782446

CORRESPONDENCE DATA

Fax Number: 6175269899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/098
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	03/25/2013

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 March 22, 2013 (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 Fifth Street Finance Corp., as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of March 22, 2013 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantors and Fifth Street Finance Corp., 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.

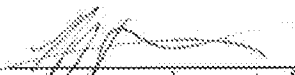
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made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

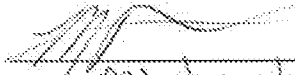
[signature page follows]

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

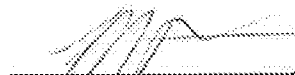
ADVENTURE INTERACTIVE, CORP.

By: 
Name: Michael Platt
Title: CEO

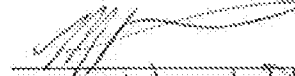
PLATTFORM ADVERTISING, INC.

By: 
Name: Michael Platt
Title: CEO

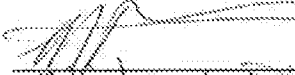
DIRECT EFFECT MEDIA CORPORATION

By: 
Name: Michael Platt
Title: CEO


DIRECT MARKETING, LLC

By: 
Name: Michael Platt
Title: CEO

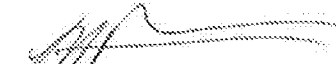
PLATFORM VDW, INC.

By: 
Name: Michael Platt
Title: CEO

PLATFORM ZUMA, INC.

By: 
Name: Michael Platt
Title: CEO

TARGET MARKETING, INC.

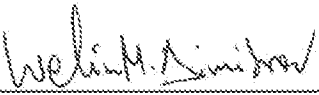
By: 
Name: Michael Platt
Title: CEO

Signature Page to Trademark Security Agreement

ACKNOWLEDGED:

FIFTH STREET FINANCE CORP.,
as Agent

By: Fifth Street Management LLC, a
Delaware limited liability company, its
Agent

By: 
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

SCHEDULE 1

<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
PlattForm Advertising, Inc.	Adult Education Journal	01/28/2013	Pending Application	85/833,702