

## 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
ValueClick, Inc.		03/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	2030 Main Street, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3921871	SHOP.SIMPLI.COM	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4157735700		
Email:	tgore@orrick.com		
Correspondent Name:	David Lin		
Address Line 1:	The Orrick Building, 405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	1696.439		
NAME OF SUBMITTER:	David Lin		
Signature:	/David Lin/		

Date:

04/11/2013

Total Attachments: 5

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of **March 31, 2011** is executed by VALUECLICK, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of November 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ValueClick, Inc., as the Borrower, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules I-A and I-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities that are a party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, and any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, and any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
2030 Main Street Suite 900  
Irvine, CA 92614  
Attention: Jason Wells  
Tel. No. (949) 251-4374  
Fax No. (949) 933-5338

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

VALUECLICK, INC.

By:   
Name: John Pitstick  
Title: Chief Financial Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS & COPYRIGHTS

NAME	OWNER	COUNTRY	STATUS	REG. NO.	REG. DATE
Audience Maps	ValueClick, Inc.	U.S.A.	Registered	3,924,544	3/1/2011
Precision BT	ValueClick, Inc.	U.S.A.	Registered	3,925,993	3/1/2011
Shop.Simpli.Com	ValueClick, Inc.	U.S.A.	Registered	3,921,871	2/22/2011

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NAME	OWNER	COUNTRY	STATUS	APP. NO.	APP. DATE
GoCart	ValueClick	U.S.A.	Application	85/216116	1/12/2011

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

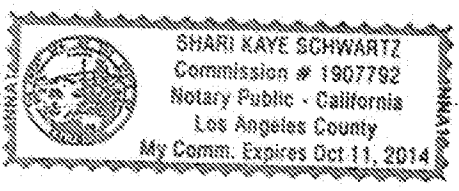
COUNTY OF LOS ANGELES

)  
) ss.  
)

On 5-11-2011, before me, Shari Kaye Schwartz  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared John Pitmanic  
Name of Signer(s)

" personally known to me - OR - " proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shari Kaye Schwartz  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer
- \_\_\_\_\_ Title(s)
- Partner(s)
  - Limited
  - General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_ Title or Type of Document

\_\_\_\_\_ Number of Pages

\_\_\_\_\_ Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above