

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest - First Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instant Web, Inc.		07/29/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Administrative Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3304020	DIRECT MATCH	
Registration Number:	2772206	DOCPROOF	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 455-7111		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jay Rao, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	022537/0222		
NAME OF SUBMITTER:	Jay Rao		
Signature:	/jr/		

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TRADEMARK

Date:

07/31/2013

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(First Lien)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of July 29, 2013, is entered into by and between Instant Web, Inc., a Minnesota corporation ("Grantor") and Deutsche Bank Trust Company Americas, a United States bank located at 60 Wall Street, New York 10005, as administrative agent (in such capacity, the "Administrative Agent") pursuant to that certain Security Agreement, dated as of August 7, 2007, between the Administrative Agent and Grantor, amongst others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and pursuant to that certain Credit Agreement, dated as of August 7, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Instant Web, Inc., as borrower, IWCO Direct, Inc., the lending institutions from time to time party thereto and the Administrative Agent. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, Grantor is granting a security interest to the Administrative Agent in certain Collateral, including but not limited to the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest

(a) Grantor hereby conveys, assigns, pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. The foregoing security interest shall include, without limitation, all Trademarks referred to on Schedule A and the right to obtain all renewals thereof, but shall in no case extend to any trademark applications filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such trademark, unless and until acceptable evidence of use of such trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act (15 U.S.C., et. seq.), to the extent that granting a security interest in such application prior to such filing would adversely affect the validity or enforceability or result in cancellation of such trademark application.

(b) The security interest granted hereby is granted in conjunction with the Security Interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein, and are in addition to those rights and remedies which are now or hereafter available to the Administrative Agent as a matter of law or

equity. The exercise by the Administrative Agent of any one or more of the rights, powers or privileges provided for in this Agreement, in the Security Agreement, in the Credit Agreement or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Administrative Agent, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Termination; Release of Security Interest

Upon termination of the Security Interest in Trademarks in accordance with the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor, at such Grantor's expense, an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement. Any execution and delivery of termination statements, releases or other documents pursuant to this Section 4 shall be without recourse to, or warranty by, the Administrative Agent or any other Secured Party.


5. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


INSTANT WEB, INC., as Grantor

By: 
Name: JACOB HEITEL
Title: PRESIDENT & VP FINANCE

[Signature Page to IP Security Agreement (First Lien)]

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

By: 
Name: **Dusan Lazarov**
Title: **Director**

By: 
Name:
Title: **Keith C. Braun**
Managing Director

[Signature Page to IP Security Agreement (First Lien)]

SCHEDULE A

<u>Mark</u>	<u>Reg. No. / Ser. No.</u>	<u>Date Registered / Filed</u>	<u>Grantor</u>
DIRECT MATCH	3,304,020 78/735,538	10/2/2007 (Registered)	Instant Web, Inc.
DOCPROOF	2,772,206 76/264,180	10/7/2003 (Registered)	Instant Web, Inc.

Schedule A to IP Security Agreement (First Lien)