

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |   |                       |                       |
|----------------------------------|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |   |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>    |
| Commission Junction, Inc.        |   | 08/19/2013            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |   |                       |                       |
| <b>Name:</b>                     | Wells Fargo Bank, National Association  |                       |                       |
| <b>Street Address:</b>           | 1800 Century Park East, 11th Floor  |                       |                       |
| <b>City:</b>                     | Los Angeles   |                       |                       |
| <b>State/Country:</b>            | CALIFORNIA  |                       |                       |
| <b>Postal Code:</b>              | 90067   |                       |                       |
| <b>Entity Type:</b>              | National Banking Association: UNITED STATES   |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |   |                       |                       |
| <b>Property Type</b>             | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 4185159   | CJ                    |                       |
| <b>CORRESPONDENCE DATA</b>       |   |                       |                       |
| <b>Fax Number:</b>               | 4157735759  |                       |                       |
|                                  | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                       |                       |
| <b>Phone:</b>                    | 4157735700  |                       |                       |
| <b>Email:</b>                    | tgore@orrick.com  |                       |                       |
| <b>Correspondent Name:</b>       | David Lin   |                       |                       |
| <b>Address Line 1:</b>           | The Orrick Building, 405 Howard Street  |                       |                       |
| <b>Address Line 2:</b>           | Orrick, Herrington & Sutcliffe LLP  |                       |                       |
| <b>Address Line 4:</b>           | San Francisco, CALIFORNIA 94105   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 1696-439  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | David Lin   |                       |                       |
| <b>Signature:</b>                | /David Lin/   |                       |                       |

CH \$40.00 4185159

Date:

08/19/2013

Total Attachments: 4

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 19, 2013 is executed by COMMISSION JUNCTION, 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 Second Amended and Restated Credit Agreement, dated as of August 19, 2013 (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 1-A and 1-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 party thereto from time to time have entered into an Amended and Restated Intellectual Property Security Agreement dated as of August 19, 2013 (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 customer lists and records related to 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.

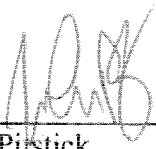
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by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

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
1800 Century Park East, 11<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attention: Jason Wells, Vice President  
Tel. No. (310) 789-5344  
Fax No. (877) 408-0497

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

**COMMISSION JUNCTION, INC.**

By:   
Name: John Pitstick  
Title: Chief Financial Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

| NAME | OWNER                        | COUNTRY | STATUS | REG. NO.  | REG. DATE |
|------|------------------------------|---------|--------|-----------|-----------|
| CJ   | Commission<br>Junction, Inc. | US      | Live   | 4,185,159 | 8/7/2012  |

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None