

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement dated as of August 14, 2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TALUS LABS, LLC		08/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
TALUS HOLDINGS LLC		08/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
EMERGING MEDIA GROUP, INC.		08/12/2013	CORPORATION: DELAWARE
MARKET MAKER INTERACTIVE, INC.		08/12/2013	CORPORATION: DELAWARE
TRAFFIQ, INC.		08/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LBC CREDIT PARTNERS III, L.P.
Street Address:	2929 Arch Street, Suite 1550
Internal Address:	Cira Centre
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104-7340
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3476369	WEBVISIBLE
Registration Number:	3330243	SEM-IN-A-BOX
Registration Number:	3624077	CHAMBERCLICKS
Registration Number:	3218915	WEBVISIBLE
Registration Number:	3262710	WEBVISIBLE
Registration Number:	3652085	ADVANCEDLOCAL
Registration Number:	3603910	ADVANCEDLOCAL
Registration Number:	3603911	CHAMBERCLICKS

Registration Number:	3648038	MARKET MAKER INTERACTIVE
Registration Number:	3441869	TRAFFIQ
Registration Number:	3537880	TRAFFIQ
Registration Number:	4122023	TRAFFIQ

CORRESPONDENCE DATA

Fax Number: 2155648120
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-564-8602
Email: Svictor@stradley.com
Correspondent Name: Sheila Victor for Randi Rabinowitz, Esq.
Address Line 1: Stradley Ronon Stevens & Young, LLP
Address Line 2: 2005 Market Street, Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	185081-0016
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	08/23/2013

Total Attachments: 20
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of August 14, 2013, is made by TALUS LABS, LLC, a limited liability company formed under the laws of the State of Delaware ("**Talus**"), TALUS HOLDINGS LLC, a limited liability company formed under the laws of the State of Delaware ("**Talus Holdings**"), EMERGING MEDIA GROUP, INC., a corporation formed under the laws of the State of Delaware ("**EMG**"), MARKET MAKER INTERACTIVE, INC., a corporation formed under the laws of the State of Delaware ("**MMI**") and TRAFFIQ, INC., a corporation formed under the laws of the State of Delaware ("**Traffiq**" and together with Talus, Talus Holdings, EMG and MMI collectively, "**Grantors**"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **LBC CREDIT PARTNERS III, L.P.**, a Delaware limited partnership with an address at Cira Centre, 2929 Arch Street, Suite 1550, Philadelphia, PA 19104-7340, in its capacity as "**Agent**" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "**Agent**" appointed under the Credit Agreement, the "**Agent**").

W I T N E S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement, dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors, each other Person hereafter joined thereto as a borrower from time to time, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "**Lenders**") and Agent, Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to such Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of Lenders and each other holder of any Obligations, security interests and Liens in substantially all of each Grantor's assets, including without limitation all of each Grantor's Intellectual Property and specifically including all of each Grantor's registered United States patents, trademarks and copyrights and all of each Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "**US Registered Intellectual Property**").

WHEREAS, Grantors have agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing

security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor; and

(f) 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;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full and the obligations of Agent and Lenders to make extensions of credit to any Grantor under the Credit Agreement or any Other Document is terminated.

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new US Registered Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantors shall deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of each Lender and each other holder of the Obligations, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired US Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property but Grantors fail for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantors hereby authorize Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of each Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement the Agreement shall constitute an "**Event of Default**" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the

security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or thereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement regarding consents to and waivers regarding jurisdiction and venue, Section 16.5 of the Credit Agreement regarding indemnities by Grantors, Section 16.6 of the Credit Agreement regarding notices, Section 16.7 of the Credit Agreement regarding survival of certain provisions, Section 16.9 of the Credit Agreement regarding expenses, Section 16.10 of the Credit Agreement regarding injunctive relief and Article XII of the Credit Agreement regarding certain waivers including waivers of the rights of jury trial are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

Section 11. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the Liens referred to in this Agreement and the exercise, upon the occurrence and during the continuance of an Event of Default, of any right or remedy by Agent or any Lender with respect to certain of the Intellectual Property Collateral hereunder are subject to the provisions of the Revolving Credit Intercreditor Agreement. In the event of any direct and irreconcilable conflict between the terms of the Revolving Credit Intercreditor Agreement and this Agreement with respect to (a) the priority of Liens granted to Agent in the Intellectual Property Collateral pursuant to this Agreement or (b) the rights of Agent or any Lender under this Agreement with respect to certain Intellectual Property Collateral upon the occurrence and during the continuance of an Event of Default, the terms of the Revolving Credit Intercreditor Agreement shall govern and control. Any reference in this Agreement or any Other Document to


“first priority lien” or words of similar effect in describing the Liens created hereunder or under any Other Document shall be understood to refer to such priority as set forth in the Revolving Credit Intercreditor Agreement. Nothing in this Section 11 shall be construed to provide that any Credit Party is a third party beneficiary of the provisions of the Revolving Credit Intercreditor Agreement and the Grantors (x) agrees that, except as expressly otherwise provided in the Revolving Credit Intercreditor Agreement, nothing in the Revolving Credit Intercreditor Agreement is intended or shall impair the obligation of any Credit Party to pay the obligations under this Agreement or any Other Document as and when the same become due and payable in accordance with their respective terms, or to affect the relative rights of the creditors of any Credit Party, other than Agent and the Lenders as between themselves and (y) if Agent shall enforce its rights or remedies in violation of the terms of the Revolving Credit Intercreditor Agreement, agrees that it shall not use such violation as a defense to any enforcement of remedies otherwise made in accordance with the terms of this Agreement and the Other Documents by Agent or any Lender or assert such violation as a counterclaim or basis for set-off or recoupment against Agent or any Lender and agrees to abide by the terms of this Agreement and to keep, observe and perform the several matters and things herein intended to be kept, observed and performed by it.

Section 12. Release. Upon the occurrence of the Release Effective Date, this Agreement and any security interests and Liens created by hereunder and any other loan document in respect of the Grantor shall be terminated, and the Agent shall promptly take such action and execute any such documents as many be reasonably requested by the Borrowing Agent or the Grantor in connection with the release of any security interests created hereunder or by any other loan documents in connection with the Grantor.

[Signature Pages Follow]

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT PARTNERS III, L.P.

By: 
Name: David E. Fraimow
Title: Vice President

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

TALUS LABS, LLC

By: 


Name/Title: Richard HALLE / CFO

TALUS HOLDINGS LLC

By: 

Name/Title: Richard HALLE / CFO

EMERGING MEDIA GROUP, INC.

By: 


Name/Title: Richard HALLE / V.P.

MARKET MAKER INTERACTIVE, INC.

By: 

Name/Title: Richard HALLE / VP

TRAFFIQ, INC.

By: 

Name/Title: Richard HALLE / VP

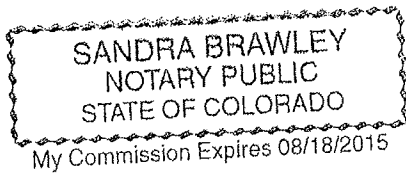
[Signature Page to Intellectual Property Security Agreement]

Acknowledgment of Grantor

STATE OF CO
COUNTY OF Arapahoe) ss

On this 12 day of August, 2013 before me personally appeared Richard Halle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **TALUS LABS, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Sandra Brawley
Notary Public



ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

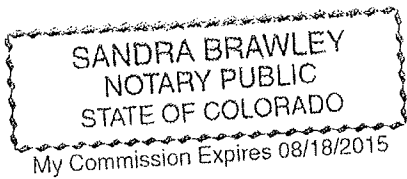
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Acknowledgment of Grantor

STATE OF Co
COUNTY OF Arapahoe) ss

On this 12 day of August, 2013 before me personally appeared Richard Halle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **TALUS HOLDINGS, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Sandra Brawley
Notary Public



ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

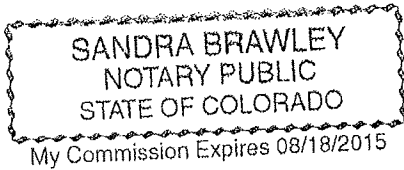
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Acknowledgment of Grantor

STATE OF CO
COUNTY OF Arapahoe) ss

On this 12 day of August, 2013 before me personally appeared Richard Halle proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **EMERGING MEDIA GROUP, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sandra Brawley
Notary Public



ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

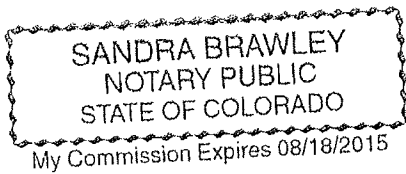
TRADEMARK
REEL: 005097 FRAME: 0229

Acknowledgment of Grantor

STATE OF CO
COUNTY OF Arapahoe) ss

On this 12 day of August, 2013 before me personally appeared Richard Halle, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **TRAFFIQ, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Sandra Brawley
Notary Public



ACKNOWLEDGEMENT OF GRANTOR
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005097 FRAME: 0230

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantors' patents and patent applications:

Patent	App. No.	Title	Assignee
2008/0281672 pub. 11-13-2008	11/858757 filed 09- 20-2007	Systems and methods for helping advertisers take advantage of co- op advertising opportunities	Talus Labs, LLC
2008/0281655 pub. 11-13-2008	12/017459 filed 01- 22-2008	Systems and methods for helping advertisers take advantage of co- op advertising opportunities	Talus Labs, LLC
2009/0094120 pub. 04-09-2009	12/337960 filed 12- 18-2008	Systems and methods for helping advertisers take advantage of co- op advertising opportunities	Talus Labs, LLC

Patent	App. No.	Title	Assignee
8,001,004; August 16, 2011	12/221,062; filed July 30, 2008	System and method for brokering the sale of internet advertisement inventory	TRAFFIQ, Inc.
8,099,328; January 17, 2012	12,150,320; filed April 26, 2008	System and method for brokering the sale of internet advertisement inventory as discrete traffic blocks of segmented internet traffic	TRAFFIQ, Inc.

2. Grantors' trademarks:

MARK	App./Reg. No	Owner	Goods/Services	Status
WEBVISIBLE	SN:77-360543 RN:3,476,369	Talus Labs, LLC	(Int'l Class: 42) Providing temporary use of on-line non-downloadable software for dissemination of advertising for others	Registered July 29, 2008
SEM-IN-A-BOX	SN:77-008827 RN:3,330,243	Talus Labs, LLC	(Int'l Class: 9) Web-based computer software for analyzing the performance of customers' search engine campaigns and providing search engine optimization recommendations to customers	Registered November 6, 2007
CHAMBERCLICKS and Design	SN:77-387849 RN:3,624,077	Talus Labs, LLC	(Int'l Class: 42) Providing temporary use of on-line non-downloadable software for dissemination of advertising for others	Registered May 19, 2009
WEBVISIBLE	SN:78-687389 RN:3,218,915	Talus Labs, LLC	(Int'l Class: 9) Computer software for dissemination of advertising for others (Int'l Class: 35) Dissemination of advertising for others via the internet	Registered March 13, 2007
WEBVISIBLE and Design	SN:78-687390 RN:3,262,710	Talus Labs, LLC	(Int'l Class: 35) Dissemination of advertising for others via the internet (Int'l Class: 42) Providing temporary use of on-line non-downloadable software for dissemination of advertising for others	Registered July 10, 2007
ADVANCEDLOCAL and Design	SN:77-387810 RN:3,652,085	Talus Labs, LLC	(Int'l Class: 35) Dissemination of advertising for others via the internet	Registered July 7, 2009

MARK	App./Reg. No	Owner	Goods/Services	Status
ADVANCEDLO CAL and Design	SN:77-387827 RN:3,603,910	Talus Labs, LLC	(Int'l Class: 42) Providing temporary use of on-line non-downloadable software for dissemination of advertising for others	Registered April 7, 2009
CHAMBERCLI CKS and Design	SN:77-387839 RN:3,603,911	Talus Labs, LLC	(Int'l Class: 35) Dissemination of advertising for others via the internet	Registered April 7, 2009
MARK	App./Reg. No	Owner	Goods/Services	Status
Market Maker Interactive	3,648,038	Emerging Media Group, Inc.	IC 35 Providing advertising and commercial information services to others; business marketing consulting services, namely, creating corporate and brand identity for others, market research and analysis for others, arranging and conducting marketing promotional events for others; sports and entertainment marketing for others, interactive advertising and marketing for others, advertising agency services, sales promotion services for others, advertising consultation, namely, media planning and media placement services for others, Promoting the goods and services of others through search engine referral traffic analysis and reporting	Registered 06/30/2009
Traffiq	3,441,869	Emerging Media Group,	IC 42 Providing temporary use of on-line, non-downloadable	Registered 06/03/2008

MARK	App./Reg. No	Owner	Goods/Services	Status
		Inc.	computer software for use by others in auctioning of advertisement opportunities and management of advertising activities and inventory, and monitoring advertisement information, through an online site on a global computer network	
Traffiq	3,537,880	Emerging Media Group, Inc.	IC 35 Facilitating the exchange of needed information for financial compensation via the Internet for others seeking advertising opportunities and advertising services; Business networking referral services, namely, promoting the goods and services of others through an online site on a global computer network in the field of advertising by passing business leads and referrals for advertising opportunities and services relating to advertising trading activities and programs among group members. IC 36 Providing financial information through an online site on a global computer network relating to advertising opportunities and programs.	Registered 11/25/2008
Traffiq	4,122,023	Emerging Media Group, Inc.	IC 35 Advertising via electronic media and specifically the internet.	Registered 04/03/2012

3. Grantors' copyrights:

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of [____], by TALUS LABS, LLC, a limited liability company formed under the laws of the State of Delaware ("Talus"), TALUS HOLDINGS LLC LLC, a limited liability company formed under the laws of the State of Delaware ("Talus Holdings"), EMERGING MEDIA GROUP, INC., a corporation formed under the laws of the State of Delaware ("EMG"), MARKET MAKER INTERACTIVE, INC., a corporation formed under the laws of the State of Delaware ("MMI") and TRAFFIQ, INC., a corporation formed under the laws of the State of Delaware ("Traffic" and together with Talus, Talus Holdings, EMG and MMI collectively, "Grantors"), with an address at 160 Inverness Drive West, Suite 400, Englewood, CO 80112, in favor of **LBC CREDIT PARTNERS III, L.P.**, a Delaware limited partnership with an address at Cira Centre, 2929 Arch Street, Suite 1550, Philadelphia, PA 19104-7340, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement dated as of August [___], 2013 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement; and

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired.

WHEREAS, also pursuant to the IP Agreement, Grantors have agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantors shall reconfirm the grant by them of a security interest in all such newly acquired US Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by any Grantor in any Collateral under the Credit Agreement or any Other Documents, to secure the prompt payment and performance of all Obligations to Agent, Lenders and each other holder of any of the Obligations, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Lenders and each other holder of the Obligations, a continuing security interest in and to

and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above;

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

A. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof..

2. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:
TALUS LABS, LLC

By: _____

Name/Title: _____

TALUS HOLDINGS LLC

By: _____

Name/Title: _____

EMERGING MEDIA GROUP, INC.

By: _____

Name/Title: _____

MARKET MAKER INTERACTIVE, INC.

By: _____

Name/Title: _____

TRAFFIQ, INC.

By: _____

Name/Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

ACCEPTED AND AGREED
as of the date first above written:

LBC CREDIT PARTNERS III, L.P.

By: _____
Name: _____
Title: _____

SCHEDULE I TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
DATED [_____, ____]