

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Newscycle Intermediate Holdings, LLC		11/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
SAXOTECH INC.		11/01/2013	CORPORATION: DELAWARE
ATEX INC.		11/01/2013	CORPORATION: FLORIDA
DATA SCIENCES, INC.		11/01/2013	CORPORATION: NEW JERSEY
DIGITAL TECHNOLOGY INTERNATIONAL, LLC		11/01/2013	LIMITED LIABILITY COMPANY: UTAH
DTI WORLDWIDE, LLC		11/01/2013	LIMITED LIABILITY COMPANY: UTAH
JDS MANAGEMENT, L.L.C.		11/01/2013	LIMITED LIABILITY COMPANY: UTAH
NICHE SOFTWARE SYSTEMS, INC.		11/01/2013	CORPORATION: DELAWARE
PUBLISHING BUSINESS SYSTEMS, INC.		11/01/2013	CORPORATION: ILLINOIS
DTI HOLDING COMPANY		11/01/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Silicon Valley Bank
<b>Street Address:</b>	3003 Tasman Drive, HG 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2371741	ACCOUNTSPEED
Registration Number:	1590667	ADSPEED

OP \$715.00 2371741

Registration Number:	4266066	AUDIENCEREACH
Registration Number:	1587596	CLASSSPEED
Registration Number:	1610265	DIGITAL TECHNOLOGY INTERNATIONAL
Registration Number:	3487395	DTI
Registration Number:	3777069	DTI AUDIENCE
Registration Number:	4244215	DTI AUDIENCEREACH
Registration Number:	3792227	DTI CIRCULATION
Registration Number:	3754041	DTI CLOUD
Registration Number:	3973159	DTI CONTENTPUBLISHER
Registration Number:	3789505	DTI FINANCIALS
Registration Number:	3777065	DTI LIGHTNING
Registration Number:	3869102	GO2-WEB
Registration Number:	1967014	IMAGESPEED
Registration Number:	3487408	LIQUID MEDIA
Registration Number:	3533942	MEDIAHARBOR
Registration Number:	3487426	MEDIAPOOL
Registration Number:	1590668	NEWSSPEED
Registration Number:	1590669	PAGESPEED
Registration Number:	2620160	PLANSPEED
Registration Number:	1968572	SPEEDDRIVER
Registration Number:	2623679	SPEEDLIBRARIAN
Registration Number:	1967013	SPEEDPLANNER
Registration Number:	2776229	SPEEDURL
Registration Number:	1967012	SPEEDWRITER
Registration Number:	1620931	WIRESPEED
Registration Number:	2055095	MEDIAPLUS

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2023704761  
Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Avenue NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

	Lisa A. Cobbett
Signature:	/Lisa A. Cobbett/
Date:	11/01/2013
<b>Total Attachments: 10</b> source=TM.SA#page3.tif source=TM.SA#page4.tif source=TM.SA#page5.tif source=TM.SA#page6.tif source=TM.SA#page7.tif source=TM.SA#page8.tif source=TM.SA#page9.tif source=TM.SA#page10.tif source=TM.SA#page11.tif source=TM.SA#page12.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of November 1, 2013, is entered into by the entities listed on the signature page hereto (the "**Grantor**") and **SILICON VALLEY BANK** (the "**Assignee**"), as administrative agent (in such capacity, the "**Administrative Agent**") pursuant to that certain Guarantee and Collateral Agreement, dated as of November 1, 2013, among the Assignee, **NEWSCYCLE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("**Holdings**"), **SAXOTECH INC.**, a Delaware corporation ("**STI**"), **DATA SCIENCES, INC.**, a New Jersey corporation ("**DSI**"), **ATEX INC.**, a Florida corporation ("**Atex US**") immediately after the Atex Acquisition referred to below, **DIGITAL TECHNOLOGY INTERNATIONAL, LLC**, a Utah limited liability company ("**Digital Technology LLC**"), **DTI WORLDWIDE, LLC**, a Utah limited liability company ("**DTI Worldwide**"), **JDS MANAGEMENT, L.L.C.**, a Utah limited liability company ("**JDS Management**"), **NICHE SOFTWARE SYSTEMS, INC.**, a Delaware corporation ("**Niche Software**"), **PUBLISHING BUSINESS SYTEMS, INC.**, an Illinois corporation ("**Publishing Business**"), and **DTI HOLDING COMPANY**, a Delaware corporation ("**DTI**", and together with **STI**, **DSI**, **Atex US**, **Digital Technology LLC**, **DTI Worldwide**, **JDS Management**, **Niche Software**, and **Publishing Business**, individually and collectively, jointly and severally, the "**Borrower**"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of November 1, 2013, among Parent, the Borrower, the Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

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

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the 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. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade

styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary and for the avoidance of doubt, in no event shall the Trademarks include any United States intent-to-use trademark or service mark application prior to the earlier of the filing of a statement of use with respect to the same that has been accepted by the United States Patent and Trademark Office or the issuance of a registration with respect to the same.

## 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. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral 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. 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.

GRANTORS:

ADDRESS OF GRANTORS:

DIGITAL TECHNOLOGY INTERNATIONAL,  
LLC

DTI Holding Company, as Administrative  
Borrower

By: 

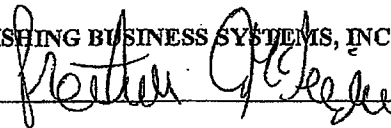
1180 N. Mountain Springs Pkwy

Name: Preston McKenzie

Springville, UT 84663

Title: President

PUBLISHING BUSINESS SYSTEMS, INC.

By: 

Name: Preston McKenzie

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005144 FRAME: 0083

ASSIGNEE:

**SILICON VALLEY BANK**  
as Administrative Agent

By:

Name:  **Dwayne Shuler**

Title: **Director**

Address of Assignee:  
SILICON VALLEY BANK,  
275 Grove Street, Suite 2-200  
Newton, MA 02466  
Attention: Mr. Michael Fell  
Facsimile No.: 617-969-4395  
E-mail: mfell@svb.com

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005144 FRAME: 0084**



Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION	REGISTRANT
DIGITAL TECHNOLOGY INTERNATIONAL	28365400	03-FEB-2011	North Dakota (USA)	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 2611 HAMLINE AVE N SAINT PAUL, MINNESOTA 55113-3166
ACCOUNTSPEED	2371741	25-JUL-2000	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
ADSPEED	1590667	10-APR-1990	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
AUDIENCEREACH	4266066	01-JAN-2013	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
CLASSSPEED	1587596	20-MAR-1990	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DIGITAL TECHNOLOGY INTERNATIONAL	1610265	14-AUG-1990	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION	REGISTRANT
				SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI	3487395	19-AUG-2008	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI AUDIENCE	3777069	20-APR-2010	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI AUDIENCEREACH	4244215	20-NOV-2012	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI CIRCULATION	3792227	25-MAY-2010	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI CLOUD	3754041	02-MAR-2010	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI CONTENTPUBLISHER	3973159	07-JUN-2011	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION	REGISTRANT
DTI FINANCIALS	3789505	18-MAY-2010	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
DTI LIGHTNING	3777065	20-APR-2010	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
GO2-WEB	3869102	02-NOV-2010	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
IMAGESPEED	1967014	09-APR-1996	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
LIQUID MEDIA	3487408	19-AUG-2008	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
MEDIAHARBOR	3533942	18-NOV-2008	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
MEDIAPOOL	3487426	19-AUG-2008	USA	DIGITAL TECHNOLOGY INTERNATIONAL,

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION	REGISTRANT
				LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
NEWSPEED	1590668	10-APR-1990	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
PAGESPEED	1590669	10-APR-1990	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
PLANSPEED	2620160	17-SEP-2002	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
SPEEDDRIVER	1968572	16-APR-1996	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
SPEEDLIBRARIAN	2623679	24-SEP-2002	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
SPEEDPLANNER	1967013	09-APR-1996	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY

TRADEMARK	REG. NO.	REG. DATE	JURISDICTION	REGISTRANT
				SPRINGVILLE, UTAH 84663
SPEEDURL	2776229	21-OCT-2003	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
SPEEDWRITER	1967012	09-APR-1996	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
WIRESPEED	1620931	06-NOV-1990	USA	DIGITAL TECHNOLOGY INTERNATIONAL, LLC 1180 N. MOUNTAIN SPRINGS PARKWAY SPRINGVILLE, UTAH 84663
MEDIAPLUS	2055095	22-APR-1997	USA	PUBLISHING BUSINESS SYSTEMS, INC. 122 EAST MAIN STREET BARRINGTON, ILLINOIS 60010 UNITED STATES