

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATEX AB		12/31/2013	COMPANY: SWEDEN
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2870871	ADBASE	
Registration Number:	3552497	MACTIVE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	ipteam@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		
ATTORNEY DOCKET NUMBER:	F147825		
NAME OF SUBMITTER:	Janet S. Wamsley		
Signature:	/Janet S. Wamsley/		

OP \$65.00 2870871

TRADEMARK

Date:

12/31/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of December 31, 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 Amended and Restated Guarantee and Collateral Agreement, dated as of December 31, 2013, among the Assignee, **NEWSCYCLE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company ("**Holdings**"), **SAXOTECH INC.**, a Delaware corporation ("**STP**"), **DATA SCIENCES, INC.**, a New Jersey corporation ("**DSI**"), **ATEX INC.**, a Florida corporation ("**Atex US**"), **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**"), **DTI HOLDING COMPANY**, a Delaware corporation ("**DTP**", 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 "**U.S. Borrower**"), **NEWSCYCLE SWEDEN HOLDINGS AB** (corporate identity number 556946-3333), an entity organized under the laws of Sweden ("**Sweden Holdings**"), and **ATEX AB** (corporate identity number 556269-1518), an entity organized under the laws of Sweden ("**Atex AB**" and together with Sweden Holdings, collectively, jointly and severally, the "**Swedish Borrower**" and the Swedish Borrower, together with the U.S. Borrower, each a "**Borrower**", and collectively, the "**Borrowers**"), 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 Amended and Restated Credit Agreement, dated as of December 31, 2013, among Holdings, the Borrower, the Administrative Agent and certain Lenders and other parties 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

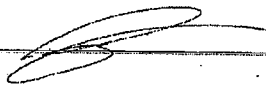
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[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.

GRANTOR:

ATEX AB

By: 
Name: Justin Cho
Title: Director

Address of Grantor:
Berga Allé 1,
SE-254
52 Helsingborg
Sweden

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005184 FRAME: 0451

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: MICHAEL J. FELL

Title: MANAGING 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: 005184 FRAME: 0452

Schedule A to TRADEMARK SECURITY AGREEMENT

United States Registered Trademarks and Trademark Applications

TRADEMARK	JURISDICTION	APPLICATION #/ FILING DATE	REG. #/ REG. DATE	STATUS	REGISTRANT
ADBASE	U.S. FEDERAL	76426946 21-JUN- 2002	2870871 10-AUG-2004	REGISTERED	ATEX AB SWEDEN LIMITED LIABILITY CO. BERGA ALLE 1 HELSINGBORG 254 52 SWEDEN
MACTIVE	U.S. FEDERAL	77054909 01-DEC-2006	3552497 30-DEC-2008	REGISTERED	ATEX AB SWEDEN LIMITED LIABILITY CO. BERGA ALLE 1 HELSINGBORG 254 52 SWEDEN