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
XL MARKETING HOLDINGS CORP.		01/16/2014	CORPORATION: DELAWARE
XL MARKETING CORP.		01/16/2014	CORPORATION: DELAWARE
WARD MEDIA, INC.		01/16/2014	CORPORATION: DELAWARE
SPIRE VISION HOLDINGS, INC.		01/16/2014	CORPORATION: DELAWARE
EXPERT MARKETING, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
CARIDAN MARKETING LABS, INC.		01/16/2014	CORPORATION: DELAWARE
SPIRE VISION LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
XL EDUCATION CORP.		01/16/2014	CORPORATION: DELAWARE
SERVE CLICKS, LLC		01/16/2014	LIMITED LIABILITY COMPANY: NEVADA
SERVERESULTS, INC.		01/16/2014	CORPORATION: NEVADA
PROADVERTISERS, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
TRANSIT DIRECT, INC.		01/16/2014	CORPORATION: NEW YORK
PRIME ADVERTISERS, LLC		01/16/2014	LIMITED LIABILITY COMPANY: NEVADA
MAPNS, LLC		01/16/2014	LIMITED LIABILITY COMPANY: NEVADA
ZETA INTERACTIVE, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
MEDIACTIVATE, LLC		01/16/2014	LIMITED LIABILITY COMPANY: NEVADA
EDUCATION LINK, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORIGIN INTERACTIVE GROUP, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
EXPOSITION MEDIA SERVICES, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
LEVELOCITY, LLC		01/16/2014	LIMITED LIABILITY

OP $665.00 3652853

			COMPANY: DELAWARE
PLATEAU DATA SERVICES, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
INTELA ACQUISITION, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
VERIAMAIL, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
ORION CONTENT MANAGEMENT, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
CAIVIS ACQUISITION CORP. II		01/16/2014	CORPORATION: DELAWARE
CAIVIS ACQUISITION CORP. III		01/16/2014	CORPORATION: DELAWARE
CONSUMER VALUE PARTNERS, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
STERLING INTERACTIVE MARKETING CORP.		01/16/2014	CORPORATION: DELAWARE
DIGITAL PUBLISHING CORPORATION		01/16/2014	CORPORATION: DELAWARE
ONPOINT COMMUNICATIONS LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
CPA DETECTIVE, LLC		01/16/2014	LIMITED LIABILITY COMPANY: DELAWARE
CAIVIS ACQUISITION CORP. IV		01/16/2014	CORPORATION: DELAWARE
CLICKSQUARED, INC.		01/16/2014	CORPORATION: DELAWARE
CT HOLDING CORPORATION		01/16/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as Administrative Agent
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3652853	DEGREES.INFO
Registration Number:	3652854	RATEMARKETPLACE
Registration Number:	3652855	HELPMEFIND DEGREES
Registration Number:	3656136	HELPMEFIND MORTGAGES
Registration Number:	3279052	EMAILSEARCHADS
Registration Number:	3672149	ENROLL POWER

Registration Number:	3675714	CALLPOWER
Registration Number:	3479605	LEADPOWER
Registration Number:	3969565	CPA DETECTIVE
Registration Number:	3745681	SPIRE VISION
Registration Number:	3281665	MEDIACTIVATE
Registration Number:	4050833	GIMIDEALS
Registration Number:	3711927	ZETA
Registration Number:	3141631	CONNECT CONVEY CONVINCE
Registration Number:	3126790	ONPOINT COMMUNICATION
Registration Number:	3302358	MAKE THINGS HAPPEN.
Registration Number:	3689122	TALK LESS SAY MORE
Registration Number:	3384098	COMMUNICATION INTELLIGENCE
Registration Number:	4419871	HIREDIN
Registration Number:	3700337	CLICKSQUARED
Registration Number:	3700336	CLICK2
Registration Number:	3626818	CLIQUITY
Registration Number:	3768141	CLICKSQUARED
Registration Number:	3768140	CLICK2
Serial Number:	85474204	XL MARKETING
Serial Number:	85687895	CROSS-CHANNEL MARKETING HUB

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: 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:	F148299
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	02/03/2014

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "***Agreement***"), dated as of January 16, 2014 is entered into by and among each grantor party to this Agreement, each having a mailing address of c/o XL Marketing Corp., 1000 Wisconsin Avenue, N.W., Suite 100, Washington, D.C. 20007 (each and together, jointly and severally, the "***Grantor***") and **SILICON VALLEY BANK** (the "***Assignee***"), pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "***Credit Agreement***"), between, among others, the Grantor, certain of the Grantor's affiliates, and the Assignee.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered 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 Credit Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Credit Agreement, the Grantor hereby grants to the Assignee a security interest in all of the 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 the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (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 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, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

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

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(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit 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. In connection with the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the 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 the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The 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 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. 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]

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

ASSIGNEE:

SILICON VALLEY BANK

By: _____

Name: THOMAS E KELLY

Title: DIRECTOR

Address of Assignee:

Silicon Valley Bank
275 Grove Street, Suite 2-200
Newton, MA 02466
Attention:
Facsimile No.: (617) 527-0177

TRADEMARK
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GRANTOR:

XL MARKETING HOLDINGS CORP.

By_____
Name: Steven Vine
Title: Vice President & Secretary

XL MARKETING CORP.

By_____
Name: Steven Vine
Title: Vice President & Secretary

WARD MEDIA, INC.

By_____
Name: Steven Vine
Title: Vice President & Secretary

SPIRE VISION HOLDINGS, INC.

By_____
Name: Steven Vine
Title: Secretary

EXPERT MARKETING, LLC

By_____
Name: Steven Vine
Title: Secretary

CARIDAN MARKETING LABS, INC.

By_____
Name: Steven Vine
Title: Vice President

XL EDUCATION CORP.

By_____
Name: Steven Vine
Title: Vice President & Secretary

TRADEMARK
REEL: 005207 FRAME: 0392

SPIRE VISION LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

SERVE CLICKS, LLC

By _____
Name: Steven Vine
Title: President

SERVERESULTS, INC.

By _____
Name: Steven Vine
Title: President

PROADVERTISERS, LLC

By _____
Name: Steven Vine
Title: President

TRANSIT DIRECT, INC.

By _____
Name: Steven Vine
Title: President

PRIME ADVERTISERS, LLC

By _____
Name: Steven Vine
Title: President

MPANS, LLC

By _____
Name: Steven Vine
Title: President

TRADEMARK
REEL: 005207 FRAME: 0393

ZETA INTERACTIVE, LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

MEDIACTIVATE, LLC

By _____
Name: Steven Vine
Title: President

EDUCATION LINK, LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

ORIGIN INTERACTIVE GROUP, LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

EXPOSITION MEDIA SERVICES, LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

LEVELOCITY, LLC

By _____
Name: Gary Lee
Title: President & Secretary

PLATEAU DATA SERVICES, LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

TRADEMARK
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INTELA ACQUISITION, LLC

By_____
Name: Steven Vine
Title: Vice President & Secretary

VERIAMAIL, LLC

By_____
Name: Steven Vine
Title: Vice President & Secretary

ORION CONTENT MANAGEMENT, LLC

By_____
Name: Steven Vine
Title: Vice President & Secretary

CAIVIS ACQUISITION CORP. II

By_____
Name: Steven Vine
Title: Vice President & Secretary

CAIVIS ACQUISITION CORP. III

By_____
Name: Steven Vine
Title: Vice President & Secretary

CONSUMER VALUE PARTNERS, LLC

By_____
Name: Steven Vine
Title: Vice President & Secretary

TRADEMARK
REEL: 005207 FRAME: 0395

STERLING INTERACTIVE MARKETING CORP.

By _____
Name: Steven Vine
Title: Vice President & Secretary

DIGITAL PUBLISHING CORPORATION

By _____
Name: Steven Vine
Title: Vice President & Secretary

ONPOINT COMMUNICATIONS LLC

By _____
Name: Steven Vine
Title: Secretary

CPA DETECTIVE, LLC

By _____
Name: Steven Vine
Title: Vice President & Secretary

CAVIS ACQUISITION CORP. IV

By _____
Name: Steven Vine
Title: Vice President & Secretary

CLICKSQUARED, INC.

By _____
Name: Steven Vine
Title: Vice President & Secretary

CT HOLDING CORPORATION

By _____
Name: Steven Vine
Title: Vice President & Secretary

TRADEMARK
REEL: 005207 FRAME: 0396

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Jurisdiction	Registration No.	Registration Date	Filing Date of Application	Registered Owner	Mark
USA	3652853	July 7, 2009	October 15, 2008	Plateau Data Services, LLC	DEGREES.INFO
USA	3652854	July 7, 2009	October 15, 2008	Plateau Data Services, LLC	RATEMARKETPLACE
USA	3652855	July 7, 2009	October 15, 2008	Plateau Data Services, LLC	HELPMEFIND DEGREES
USA	3656136	July 14, 2009	October 15, 2008	Plateau Data Services, LLC	HELPMEFIND MORTGAGES
USA	3279052	August 14, 2007	October 26, 2006	Spire Vision, LLC	EMAILSEARCHADS
USA	3672149	August 25, 2009	December 8, 2008	Ward Media, Inc.	ENROLL POWER
USA	3675714	September 1, 2009	December 8, 2008	Ward Media, Inc.	CALLPOWER
USA	3479605	August 5, 2008	October 29, 2007	Ward Media, Inc.	LEADPOWER
USA	3969565	May 31, 2011	August 27, 2010	Spire Vision, LLC	CPA DETECTIVE
USA	3745681	February 9, 2010	October 26, 2006	Spire Vision, LLC	SPIRE VISION
USA	3281665	August 21, 2007	October 26, 2006	MEDIActivate, LLC	MEDIAACTIVATE
USA	4050833	November 1, 2011	January 24, 2011	Zeta Interactive, LLC	GIMIDEALS
USA	3711927	November 17, 2009	April 24, 2009	Zeta Interactive, LLC	ZETA
USA	3141631	September 12, 2006	August 24, 2005	OnPoint Communications, LLC	CONNECT CONVEY CONVINCE
USA	3126790	August 8, 2006	August 31, 2005	OnPoint Communications, LLC	ONPOINT COMMUNICATION
USA	3302358	October 2, 2007	June 16, 2006	OnPoint Communications, LLC	MAKE THINGS HAPPEN
USA	3689122	September 29, 2009	March 12, 2009	OnPoint Communications, LLC	TALK LESS SAY MORE
USA	3384098	February 19, 2008	December 26, 2006	OnPoint Communications, LLC	COMMUNICATION INTELLIGENCE
USA	4419871	October 15,	December 4,	XL Marketing Corp.	HIREDIN

		2013	2012		
USA	3700337	October 20, 2009	March 11, 2008	Clicksquared, Inc.	CLICKSQUARED
USA	3700336	October 20, 2009	March 11, 2008	Clicksquared, Inc.	CLICK2
USA	3626818	May 26, 2009	October 22, 2008	Clicksquared, Inc.	CLIQUITY
USA	3768141	March 30, 2010	March 11, 2008	Clicksquared, Inc.	CLICKSQUARED
USA	3768140	March 30, 2010	March 11, 2008	Clicksquared, Inc.	CLICK2
European Union	007160666	June 12, 2009	August 14, 2008	Clicksquared, Inc.	CLICKSQUARED
European Union	007160311	June 13, 2009	August 14, 2008	Clicksquared, Inc.	CLICK2

Pending Trademark Applications

Jurisdiction	Application No.	Filing Date of Application	Applicant	Mark
USA	85474204	November 16, 2011	XL Marketing Corp.	XL MARKETING
USA	85687895	July 26, 2012	Clicksquared, Inc.	CROSS-CHANNEL MARKETING HUB

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