

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valueclick, Inc.		12/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1800 Century Park East, 11th Floor		
Internal Address:	Attn: Jason Wells, Vice President		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4457657	MOMS MEDIA	
Serial Number:	86154701	PERSONAL CALIBRATION	
Serial Number:	86153986	THE POWER OF PERSONAL	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	415-773-5700		
Email:	lpartmann@orrick.com		
Correspondent Name:	David Y. Lin		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	1696-439		

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TRADEMARK
 REEL: 005232 FRAME: 0460

CH \$90.00 4457657

NAME OF SUBMITTER:	David Y. Lin
Signature:	/David Y. Lin/
Date:	03/06/2014
Total Attachments: 4 source=2014.03.05 Grant of Security Interest#page1.tif source=2014.03.05 Grant of Security Interest#page2.tif source=2014.03.05 Grant of Security Interest#page3.tif source=2014.03.05 Grant of Security Interest#page4.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of **December 31, 2013** is executed by VALUECLICK, 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 I-A and I-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.

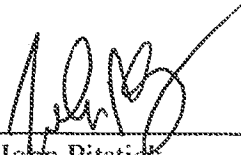
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by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

The Administrative Agent's address is:

Wells Fargo Bank, National Association
1800 Century Park East, 11th 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.

VALUECLICK, INC.

By: 
Name: John Pitstick
Title: Chief Financial Officer

SCHEDULE I-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Owner	Country	Status	Reg. No.	Reg. Date
Moms Media	ValueClick, Inc.	U.S.	Live	4,457,657	12/31/2013

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Owner	Country	Status	Serial No.	Filing Date
Personal Calibration	ValueClick, Inc.	USA	pending	86154701	12/30/2013
The Power of Personal	ValueClick, Inc.	USA	pending	86153986	12/30/2013