

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEELIO, INC.		05/05/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH STREET FINANCE CORP., AS AGENT		
Street Address:	10 Bank Street, 12th Floor		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4437232	SEELIO	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	28514/098		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/06/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

May 5, 2014

WHEREAS, certain of the persons listed on the signature pages hereof (collectively, the “Grantors”), own the Trademarks listed on Schedule 1 annexed hereto and/or are parties to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of March 22, 2013 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among AdVenture Interactive, Corp., as the Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Fifth Street Finance Corp., as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of that certain Joinder to Guarantee and Collateral Agreement dated as of May 2, 2014, the Grantors became a party to that certain Guarantee and Collateral Agreement dated as of March 22, 2013 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”), by and among each of AdVenture Interactive, Corp., Plattform Advertising, Inc., Direct Effect Media Corporation, Direct Marketing, LLC, Platform VDW, Inc., Platform Zuma, Inc. and Target Marketing, Inc. as grantors and Fifth Street Finance Corp., as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the “Grantee”), pursuant to which the Grantors have granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantors, including all right, title and interest of Grantors in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantors rights, titles and interests in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantors, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantors are a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto;

EXECUTION VERSION

(iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark and Trademark License (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iv) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and Trademark License and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(v) any and all products and proceeds of the foregoing.

Grantors hereby irrevocably constitute and appoint Grantee and any officer or agent thereof, with full power of substitution, as their true and lawful attorney-in-fact with full power and authority in the name of Grantors, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantors might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

SEELIO, INC.

By: 
Name:
Title: Moses Lee
President

FIFTH STREET FINANCE CORP.,
as Agent

By: Fifth Street Management LLC, a
Delaware limited liability company, its
Agent

By: Ivelin M. Dimitrov
Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005274 FRAME: 0304

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Seelio	4437232	11/19/13