

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Peerless Media, LLC		09/30/2014	LIMITED LIABILITY COMPANY: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Level 5 Communications Inc.		
<b>Street Address:</b>	3214 Warrington Road		
<b>City:</b>	Shaker Heights		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44120		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1997699	LOGISTICS MANAGEMENT	
<b>Registration Number:</b>	2913208	LOGISTICS MANAGEMENT	
<b>Registration Number:</b>	1349273	MATERIAL HANDLING PRODUCT NEWS	
<b>Registration Number:</b>	0752557	MODERN MATERIALS HANDLING	
<b>Registration Number:</b>	2183152	SUPPLY CHAIN MANAGEMENT REVIEW	
<b>Registration Number:</b>	2935155	SUPPLY CHAIN MANAGEMENT REVIEW	
<b>Registration Number:</b>	3362264	DESKTOP ENGINEERING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	216-566-5863		
<b>Email:</b>	Wendy.Seifert@ThompsonHine.com		
<b>Correspondent Name:</b>	Emily Farinacci, Esq.		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 2:</b>	3900 Key Center		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	079094.00003		
<b>NAME OF SUBMITTER:</b>	Emily Farinacci, Esq.		

OP \$190.00 1997699

TRADEMARK

<b>SIGNATURE:</b>	/ef/
<b>DATE SIGNED:</b>	10/01/2014
<b>Total Attachments: 12</b> source=Peerless Media LLC Intellectual Property Security Agreement#page1.tif source=Peerless Media LLC Intellectual Property Security Agreement#page2.tif source=Peerless Media LLC Intellectual Property Security Agreement#page3.tif source=Peerless Media LLC Intellectual Property Security Agreement#page4.tif source=Peerless Media LLC Intellectual Property Security Agreement#page5.tif source=Peerless Media LLC Intellectual Property Security Agreement#page6.tif source=Peerless Media LLC Intellectual Property Security Agreement#page7.tif source=Peerless Media LLC Intellectual Property Security Agreement#page8.tif source=Peerless Media LLC Intellectual Property Security Agreement#page9.tif source=Peerless Media LLC Intellectual Property Security Agreement#page10.tif source=Peerless Media LLC Intellectual Property Security Agreement#page11.tif source=Peerless Media LLC Intellectual Property Security Agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 30th day of September, 2014 by PEERLESS MEDIA, LLC, a Massachusetts limited liability company ("Pledgor"), in favor of LEVEL 5 COMMUNICATIONS INC., an Ohio corporation ("Secured Party").

1. Recitals.

Pledgor is executing and delivering to Secured Party the Note, as hereinafter defined. Pledgor deems it to be in the direct pecuniary and business interests of Pledgor that it obtain from Secured Party the Loan, as defined in the Note.

Pledgor understands that Secured Party is willing to grant the financial accommodations provided for under the Note only upon certain terms and conditions, one of which is that Pledgor grant to Secured Party a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Pledgor by Secured Party, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Note shall have their respective meanings ascribed to them in the Note, and (b) unless otherwise defined in the Note, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty

payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Note” means that certain \$1,390,000 Promissory Note, dated as of the date hereof, executed by Pledgor evidencing Pledgor’s obligations to repay the Loan, as such note may from time to time be amended, restated or otherwise modified or replaced, and any replacement or other promissory note executed in connection with the Loan.

“Obligation” means any obligation or indebtedness of Pledgor owed to Secured Party under the Note.

“Person” means any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

“Proceeds” means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts. Proceeds include, without limitation, any Account arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement, the right of Secured Party to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Secured Party to Pledgor’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“Related Expenses” means any and all costs, liabilities and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys’ fees, legal expenses, judgments, suits and disbursements) (a) incurred by, imposed upon or asserted against Secured Party in any attempt by Secured Party to (i) obtain, preserve, perfect or enforce any security interest evidenced by the Note, this Agreement or any other Security Document; (ii) obtain payment, performance or observance of any and all of the Obligations; or (iii) collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Obligations; or (b) incidental or related to (a) above, including, without limitation, interest thereupon from the date incurred, imposed or asserted until paid at the Default Rate.

“Standstill Period” means a period of three (3) business days following the acceleration of all indebtedness due pursuant to the Note following an Event of Default.

“U.C.C.” means the Uniform Commercial Code, as in effect from time to time in the State of Ohio.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Secured Party shall at all times, prior to the complete and full payment of the Obligations, have, and hereby grants to Secured Party, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Secured Party of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Secured Party as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Secured Party's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. [Intentionally Deleted].

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate.

8. Events of Default and Remedies.

8.1. Any of the following shall constitute an Event of Default under this Agreement: (a) an Event of Default, as defined in the Note, shall occur under the Note; (b) any

representation made by Pledgor in Section 4 of this Agreement shall be false or erroneous in any material respect; or (c) Pledgor shall fail or omit to perform or observe any agreement made by Pledgor in or pursuant to this Agreement, which failure remains unremedied for ten (10) calendar days after written notice from Secured Party.

8.2. Secured Party shall at all times have the rights and remedies of a secured party under the U.C.C. and the Ohio Revised Code as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Security Document, or otherwise provided in law or equity.

8.3. Pledgor expressly acknowledges that Secured Party may record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and deliver to Secured Party the Assignment, which Assignment shall have no force and effect and shall be held by counsel for the Secured Party in escrow until the occurrence of an Event of Default and the expiration of the Standstill Period; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default and the expiration of the Standstill Period, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Secured Party in the form reflected on the face of the Assignment and Secured Party may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur and is continuing and upon the expiration of the Standstill Period, Pledgor irrevocably authorizes and empowers Secured Party to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Secured Party may deem advisable, Secured Party, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Secured Party determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Secured Party shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Secured Party may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Secured Party shall apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Secured Party in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency.

8.5. During the Standstill Period, EH Publishing shall have the option to purchase the Note and take the assignment of all of Secured Party's rights as a secured creditor of Pledgor, including without limitation all of Security Party's rights under this Agreement and the Security Agreement between Pledgor and Secured Party dated the date hereof. To exercise such option, EH Publishing shall give written notice thereof to Secured Party during the Standstill Period and shall pay Secured Party within two business days following the giving of such notice an amount equal to all principal and interest then outstanding under the Note together with any other amounts owing to Secured Party hereunder. .

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the enforcement of this Agreement, or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Secured Party, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Secured Party in writing, Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Secured Party, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Secured Party's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Secured Party shall have the right at its own expense, but shall have no obligation, to join in any such action.

12. Power of Attorney. Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default and upon the expiration of the Standstill Period, Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Pledgor hereby ratifies all that such attorney shall

lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Secured Party's Right to Perform Obligations. If Pledgor fails to comply with any of its obligations under this Agreement Secured Party may, but is not obligated to, do so in the name of Pledgor or in the name of Secured Party, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Secured Party, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Secured Party, enter into such additional documents or instruments as may be required by Secured Party in order to effectuate, evidence or perfect Secured Party's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Note terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Secured Party prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Secured Party to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Secured Party's request, Pledgor shall execute any documents or instruments reasonably required by Secured Party in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. No Waiver. No course of dealing between Pledgor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Note or any of the Security Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. All of the rights and remedies of Secured Party with respect to the Collateral, whether established hereby or by the Note or the Security Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Secured Party. No waiver or consent granted by Secured Party in respect



of this Agreement shall be binding upon Secured Party unless specifically granted in writing, which writing shall be strictly construed.

21. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, and, if to Secured Party, mailed or delivered to it, addressed to the address of Secured Party specified in the first paragraph of the Note or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two business days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic transmission, in each case with telephonic confirmation of receipt, except that notices from Pledgor to Secured Party pursuant to any of the provisions hereof shall not be effective until received by Secured Party.

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Secured Party. Prior to an Event of Default occurring, Secured Party shall provide Pledgor with thirty (30) days advance notice of Secured Party's assignment of its rights under this Agreement. No such notice shall be required after an Event of Default and Pledgor's consent to any assignment by Secured Party shall not be required. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and permitted assigns of Secured Party. Any attempted assignment or transfer without the prior written consent of Secured Party shall be null and void.

23. Termination. At such time as the Obligations shall have been irrevocably paid in full, and the Note terminated and not replaced by any other credit facility with Secured Party (a) Pledgor shall have the right to terminate this Agreement, and (b) Secured Party shall return the original Assignment to Pledgor. Upon written request of Pledgor, Secured Party shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Secured Party's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Secured Party pursuant hereto.

24. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Secured Party hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this

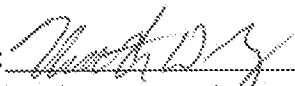
Agreement, the Note or any other Security Document, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN PLEDGOR AND SECURED PARTY ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO. IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 111 Speen Street  
Framingham, MA 01701  
Attention: \_\_\_\_\_

PEERLESS MEDIA, LLC

By:   
Name: KENNETH D. MOYES  
Title: MANAGER

SCHEDULE 1

<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Logistics Management	USA	1997699 (Reg.)	8/27/1996
Logistics Management	USA	2913208 (Reg.)	12/21/2004
Materials Handling Product News	USA	1349273 (Reg.)	7/16/1985
Modern Materials Handling	USA	752557 (Reg.)	7/9/1963
Supply Chain Management Review	USA	2183152 (Reg.)	8/18/1998
Supply Chain Management Review	USA	2935155 (Reg.)	3/22/2005
Supply Chain 24/7	USA	76/713701 (App.)	3/14/2013
Desktop Engineering	USA	3362264 (Reg.)	1/1/2008

EXHIBIT A  
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY COUNSEL FOR THE SECURED PARTY, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF SEPTEMBER 2, 2014, EXECUTED BY PEERLESS MEDIA, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY ("PLEDGOR"), IN FAVOR OF LEVEL 5 COMMUNICATIONS INC., AN OHIO CORPORATION (TOGETHER WITH ITS SUCCESSORS AND PERMITTED ASSIGNS, "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED, THAT THE STANDSTILL PERIOD, AS DEFINED IN THE AGREEMENT, HAS EXPIRED AND THAT SECURED PARTY HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

LEVEL 5 COMMUNICATIONS INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNMENT

WHEREAS, PEERLESS MEDIA, LLC, a Massachusetts limited liability company ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of September 2, 2014 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of LEVEL 5 COMMUNICATIONS INC., an Ohio corporation (together with its successors and assigns, "Secured Party"), pursuant to which Pledgor has granted to Secured Party, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

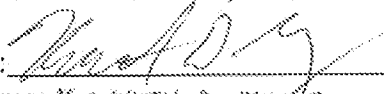
WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default and the expiration of the Standstill Period, as defined in the Agreement, and Secured Party's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, and its successors, transferees and assigns, all of Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Secured Party, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, (b) that the Standstill Period has expired, and (c) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on [\_\_\_\_\_], 2014.

PEERLESS MEDIA, LLC

By:   
Name: KENNETH D. MORRIS  
Title: MANAGER