

TO: KARL M. ZIELAZNICKI, ESQ. COMPANY: TROUTMAN SANDERS LLP

RE

06-11-2010

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Video Monitoring Services of America, L.P.		05/26/2010	LIMITED PARTNERSHIP: NEW YORK

RECEIVING PARTY DATA

Name:	Capital One, N.A.
Street Address:	1001 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	85023268	MEDIA PROMINENCE INDEX
Serial Number:	85023257	SHARE OF DISCUSSION
Registration Number:	3459641	NEW RULES NEW TOOLS
Registration Number:	3106737	ADSITE
Registration Number:	3203510	KNOW MORE, KNOW FASTER, KNOW BETTER
Registration Number:	3317213	VMS INTEGRATED MEDIA INTELLIGENCE SOLUTIONS
Registration Number:	3331225	VMS BROADCAST CENTER
Registration Number:	3323800	INSIGHT
Registration Number:	2973329	VMS QUICKVIEW
Registration Number:	3784157	ADSIGHT MAX
Registration Number:	3784149	VMS REALTIME
Serial Number:	77841373	WORDWIDE LEADER IN INTEGRATED MEDIA INTELLIGENCE
Serial Number:	77839909	PRTRAK

OP \$615.00 85023268

TO:KARL M. ZIELAZNICKI, ESQ. COMPANY:TROUTMAN SANDERS LLP

Serial Number:	77831087	V
Serial Number:	77828983	INTEGRATED MEDIA INTELLIGENCE
Serial Number:	77828918	INSIGHT
Serial Number:	77479238	VMS VANTAGE
Registration Number:	3726235	VANTAGE
Registration Number:	2811104	VMS
Registration Number:	2823745	FORECAST
Registration Number:	1287482	VMS
Serial Number:	77829028	QUICKVIEW
Serial Number:	77839935	IMI
Serial Number:	77839926	VMS INSIGHT

CORRESPONDENCE DATA

Fax Number: (212)704-5987
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127048125
Email: trademarks@troutmansanders.com
Correspondent Name: Karl M. Zielaznicki, Esq.
Address Line 1: Troutman Sanders LLP
Address Line 2: 600 Peachtree St., NE, STE 5200
Address Line 4: Atlanta, GEORGIA 30308-2218

ATTORNEY DOCKET NUMBER:	237890.000004
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NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
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Signature:	/kmz/
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Date:	06/01/2010
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of May 2010 by VIDEO MONITORING SERVICES OF AMERICA, L.P. ("Grantor"), in favor of CAPITAL ONE, N.A. ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising: (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

VIDEO MONITORING SERVICES OF AMERICA, L.P.

By: VMS, L.P., Inc., general partner

By: _____

Name: Peter P. Wengryn

Title: President/CEO

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By: _____

Name:

Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

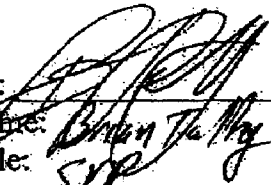
VIDEO MONITORING SERVICES OF AMERICA, L.P.

By: VMS, LP, Inc., general partner

By: _____
Name:
Title:

Accepted and Agreed as of the date first above written:

CAPITAL ONE, N.A.

By: 
Name: Brian J. May
Title: SVP

SCHEDULE 1

TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Trademark Description</u>	<u>Application/ Registration Number</u>	<u>Application/ Registration Date</u>
Media Prominence Index	85023268	4/26/10
Share of Discussion	85023257	4/26/10
New Rules New Tools	3459641	7/1/08
Adsite	3106737	6/20/06
Know More, Know Faster, Know Better	3203510	1/3/07
VMS Integrated Media Intelligence Solutions	3317213	10/23/07
VMS Broadcast Center	3331225	11/06/07
Insight	3323800	10/30/07
VMS Quick View (with logo)	2973329	7/19/05
Adsight Max	3784157	5/4/10
VMS Real Time	3784149	5/4/10
Worldwide Leader in Integrated Media Intelligence	77841373	10/5/09

Trademark	Application/ Registration Number	Application/ Registration Date
IMI	77839935	10/2/09
VMS Insight	77839926	10/2/09
Prtrak	77839909	10/2/09
V (stylized)	77831087	9/21/09
Quick View	77829026	9/17/09
Integrated Media Intelligence	77828983	9/17/09
Insight	77828918	9/17/09
VMS Vantage	77479238	5/20/08
Vantage	3726235	5/20/08
VMS (with logo)	2811104	2/3/04
Forecast	2823745	3/16/04
VMS	1287482	7/24/84