TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name Formerly		Execution Date	Entity Type	
DAILYME, INC.		06/14/2010	CORPORATION: DELAWARE	

RECEIVING PARTY DATA

Name:	PALLADIUM EQUITY PARTNERS III, L.P.
Street Address:	1270 Avenue of the Americas
Internal Address:	Suite 2200
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3436891	DAILYME	
Registration Number:	3703112	THE NEXT MOVEMENT IN NEWS	
Serial Number:	77511317	DAILYWE	
Serial Number:	77758506	NEWSTOGRAM	

CORRESPONDENCE DATA

Fax Number: (213)430-6407

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

 Phone:
 (213) 430-8308

 Email:
 sgordon@omm.com

Correspondent Name: Shari Gordon
Address Line 1: 400 S. Hope Street

Address Line 2: 18th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER: 647,440-35

TRADEMARK

REEL: 004224 FRAME: 0449

900164607

NAME OF SUBMITTER:	Shari L. Gordon
Signature:	/Shari L. Gordon/
Date:	06/14/2010
Total Attachments: 9 source=Dailyme Inc IP Assignment#page1. source=Dailyme Inc IP Assignment#page2. source=Dailyme Inc IP Assignment#page3. source=Dailyme Inc IP Assignment#page4. source=Dailyme Inc IP Assignment#page5. source=Dailyme Inc IP Assignment#page6. source=Dailyme Inc IP Assignment#page7. source=Dailyme Inc IP Assignment#page8. source=Dailyme Inc IP Assignment#page9.	tif tif tif tif tif tif tif tif tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 14, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), is made by DAILYME, INC., a Delaware corporation (the "Grantor") in favor of PALLADIUM EQUITY PARTNERS III, L.P., a Delaware limited partnership (the "Secured Party").

WHEREAS, the Grantor and the Secured Party have entered into a Securities Purchase Agreement dated as of June 14, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement");

WHEREAS, pursuant to the Securities Purchase Agreement, the Grantor has executed and delivered that certain Collateral Agreement dated as of June 14, 2010 to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Terms defined in the Collateral Agreement and not otherwise defined herein are used herein as defined in the Collateral Agreement; and

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed under the Securities Purchase Agreement (and as a condition precedent thereunder) to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any successor office or any similar office in any other country.

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

SECTION 1. <u>Grant of Security</u>. The Grantor hereby assigns and pledges to the Secured Party, its successors and permitted assigns a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (the "<u>Collateral</u>"):

- (a) the patents and patent applications set forth in <u>Schedule A</u> hereto (the "Patents");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), together with the goodwill symbolized thereby (the "Trademarks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in <u>Schedule C</u> hereto (the "<u>Copyrights</u>");

- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.
- SECTION 2. <u>Security for Obligations</u>. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Grantor's Obligations.
- SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner for Patents and the United States Commissioner for Trademarks and any other applicable officer in any successor office or any similar office in any other country record this IP Security Agreement.
- SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- SECTION 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral Agreement are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is in conflict with the Collateral Agreement or the Securities Purchase Agreement, the provisions of the Collateral Agreement or the Securities Purchase Agreement, as the case may be, shall govern.
- SECTION 6. Governing Law; Jurisdiction; Waiver of Trial by Jury. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of the provisions thereof governing conflicts of laws.
- ANY PROCEEDING AGAINST THE GRANTOR RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR, AND THE GRANTOR IRREVOCABLY SUBMITS TO THE

JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH PROCEEDING. THE GRANTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY OR THE SOUTHERN DISTRICT OF NEW YORK AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. ANY JUDGMENT MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

THE GRANTOR HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

DAILYME, INC.

By: Name: Title:	SANGARDO HAUSER CEO	
PALLADIUN	M EQUITY PARTNERS II, L.P.	
By: Palladium its Genera	Equity Partners III, L.L.C.,	
By:	· positive (grey - produced)	
Name: Title:	No.	-

[DAILYME INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement as of the day and year first above written.

DAILYME, INC.

By:
Name:
Title:
PALLADIUM EQUITY PARTNERS III, L.P.
By: Palladium Equity Partners III, L.L.C.,
its General Partter
By:
Name:
Title:
1

[DAILYME INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Schedule A

PATENTS

Legal Entity	Title	Country	Patent or Application Number	Original Filing Date	Issue Date	Expiration Date
Grantor	Digital Content Personalization Method and System	USA	12/795,419	6/7/2010	Pending	N/A
Grantor	Method and System for Creating Customized News Digests	USA	11/377,761	3/16/2006	6/7/2010	N/A
Grantor	Method and System for Creating Customized News Digests	PCT	PCT/US2007/0 64135	3/16/2007	Pending	N/A
Grantor	Method and System for Creating Customized News Digests	Europe	07758662.6	Received 11/11/2008	Pending	N/A
Grantor	Method and System for Creating Customized News Digests	Canada	2,646,182	3/9/2009	Pending	N/A

NY1:1816977.1

TRADEMARKS

	Goods & Services Description (for U.S. Trademarks where applicable and		Trademark or	Registration or Application	Date of	Date of
Legal Entity	available)	Country	Trade Name	Number	Registration	Renewal
Grantor	IC 42, Computer Services	USA	DailyMe	3436891	5/27/2008	5/27/2014
Grantor	IC 42, Computer Services	USA	The Next Movement in News	3703112	10/27/2009	10/27/2015
Grantor	IC 42, Computer Services	USA	DailyWe	77511317	NOA 8/18/2009	N/A
Grantor	IC42, Data automation and collection service using proprietary software; computer services	USA	Newstogram	77758506	Pending	N/A
Grantor	1C 42, Computer Services	European Union	Daily We	0991235	2/19/2009	12/17/2018
Grantor	IC 42, Computer Services	Australia	DailyWe	Int'l Reg 0991235 Aus TM 1285592	6/29/2009	12/17/2018
Grantor	Computer Services	China	DailyWe		Pending	N/A
Grantor	IC 42, Computer Services	Canada	Daily We	App. No. 1422394	Pending	N/A
Grantor	IC 42, Data automation and collection service using proprietary software; computer services	Australia	Newstogram	Int'l Reg 1024576 Aus TM 1340486	1/2/2010	12/11/2019
Grantor	IC 42, Data automation and collection service using proprietary software; computer services	European Union	Newstogram	1024576	1/14/2010	12/11/2019
Grantor		China	Newstogram		Pending	N/A
Grantor	IC 42, Data automation and collection service using proprietary software, computer services	Japan	Newstogram	1024576	12/11/2009	N/A

NY1:1816977.1

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Grantor	IC 42, Data automation and collection service using proprietary software; computer services	Canada	Newstogram	App. No. 1462597	Pending	N/A
Grantor	IC 42, Computer Services	Australia	DailyMe	Int'l Reg 928741 Aus TM 1190896	12/10/2007	5/25/2017
Grantor		China	DailyMe		Pending	N/A
Grantor	IC 42, Computer Services	Japan	DailyMe	928741	8/22/2008	N/A
Grantor	IC 42, Computer Services	Canada	DailyMe	TMA765680	5/4/2010	N/A
Grantor	IC 42, Computer Services	European Union	DailyMe	928741	Pending based on opposition	N/A

NY1:1816977.1

Schedule C

COPYRIGHTS

None.

NYI:1816977.1

RECORDED: 06/14/2010