

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Amendment to Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| iNet Interactive, LLC | FORMERLY Stoddard Hill Media Holdings, LLC | 04/24/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fifth Third Bank | | |
| Street Address: | 38 Fountain Square Plaza, MD #10AT63 | | |
| Internal Address: | Attn: Structured Finance Group | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45263 | | |
| Entity Type: | Banking Corporation: OHIO | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3777082 | DATA CENTER KNOWLEDGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2025339099 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-467-8856 | | |
| Email: | behogue@vorys.com, iplaw@vorys.com | | |
| Correspondent Name: | Vorys, Sater, Seymour and Pease LLP | | |
| Address Line 1: | P.O. Box 2255 -- IPLAW@VORYS | | |
| Address Line 2: | Attn: Richard S. Donnell, Esq. | | |
| Address Line 4: | Columbus, OHIO 43216 | | |
| ATTORNEY DOCKET NUMBER: | 05252-844/0769/INETASSIGN | | |
| NAME OF SUBMITTER: | Richard S. Donnell | | |

| | |
|---|---------------------|
| Signature: | /richard s donnell/ |
| Date: | 05/10/2012 |
| Total Attachments: 5 source=Amendment Number 1 to Trademark Security Agreement#page1.tif source=Amendment Number 1 to Trademark Security Agreement#page2.tif source=Amendment Number 1 to Trademark Security Agreement#page3.tif source=Amendment Number 1 to Trademark Security Agreement#page4.tif source=Amendment Number 1 to Trademark Security Agreement#page5.tif | |

**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of April 24, 2012 (the "Effective Date"), by and between **INET INTERACTIVE, LLC (f/k/a STODDARD HILL MEDIA HOLDINGS, LLC)**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 9100 West Chester Towne Centre Road, Suite 200, West Chester, Ohio 45069, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender") (for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender have entered into the Credit Agreement dated as of December 9, 2011, as amended by the First Amendment to Credit Agreement dated as of even date herewith (the "First Amendment"), (such Credit Agreement, as amended by the First Amendment and as may be further amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of December 9, 2012 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. It is a condition precedent to the effectiveness of the First Amendment and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Lender.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Second Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. Amendments to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Loan Documents if not cured after any applicable notice and cure period under the Loan Documents.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

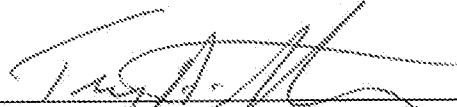
7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

8. **Acknowledgment Regarding Security Agreement; Non-Merger.** Each of Debtor and Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference in the Trademark Security Agreement as if fully set forth therein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

INET INTERACTIVE, LLC (f/k/a STODDARD HILL MEDIA HOLDINGS, LLC)

By: 
Troy A. Augustine, President and Chief Executive Officer

FIFTH THIRD BANK

By: _____
Gregory J. Gibbons, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(NET)

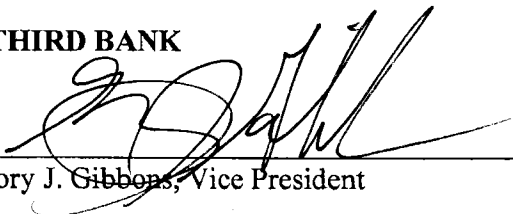
TRADEMARK
REEL: 004777 FRAME: 0206

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

INET INTERACTIVE, LLC (f/k/a STODDARD HILL MEDIA HOLDINGS, LLC)

By: _____
Troy A. Augustine, President and Chief
Executive Officer

FIFTH THIRD BANK

By:  _____
Gregory J. Gibbons, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

U.S. Trademark Registrations to be transferred to iNet Interactive, LLC from Data Center Knowledge LLC:

| Mark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|-----------------------|-------------------|--------------------|-----------------|------------------|
| Data Center Knowledge | 77747,280 | 05 29 2009 | 3,777,082 | 04 20 2010 |

Common Law Trade Names and Trademarks:

DCK Media