

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brand.net, Inc.		07/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S Dearborn CLS Group, 7th Floor
Internal Address:	Mail Code IL1-0054
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Registration Number:	3810348	ACTIVITYLINK
Registration Number:	3746337	B BRAND.NET
Registration Number:	3942430	MEDIA FUTURES PLATFORM
Registration Number:	3703785	QUALITY, SCALE AND VALUE. GUARANTEED.
Registration Number:	3858876	SAFESCREEN
Registration Number:	3865105	SALESLINK
Registration Number:	3885233	SMARTSCALE
Registration Number:	4148104	SOCIAL ATTITUDE
Serial Number:	85394339	METRICS THAT MATTER
Serial Number:	85279078	MFP ON DEMAND
Serial Number:	85463001	SOCIALLINK

CORRESPONDENCE DATA	
Fax Number:	

OP \$290.00 3810348

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: daniel.cote@thomsonreuters.com
Correspondent Name: Robin Riley, Legal Assistant
Address Line 1: 75 East 55th Street
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	07/19/2012

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brand.net, Inc.

- Individual(s)
- General Partnership
- Corporation- State: USA - Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Internal

Address: Mail Code IL1-0054

Street Address: 10 S Dearborn CLS Group, 7th Floor

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United States
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 16, 2012

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robin Riley, Legal Assistant

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

Robin Riley

Name of Person Signing

July 18, 2012

Date

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 16, 2012, by Brand.net, Inc. (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”) and the Secured Credit Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of June 27, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Credit Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Credit Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

(a) Trademarks of the Grantor listed on Schedule I attached hereto, except to the extent that such Trademarks constitute Excluded Assets;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than Unasserted Contingent Obligations that are not then due and payable and demanded) and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

BRAND.NET, INC.

By: 

Name: **Todd L. Wiseley, Esq.**
Title: **Secretary**

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: _____

Name:

Title:

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

Very truly yours,

BRAND.NET/INC.

By: 

Name:

Todd L. Wisley, Esq.

Title:

Secretary

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: 

Name:





Suzanne Bragato



Title:

Vice President


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Brand.net, Inc.	3810348 US	ACTIVITYLINK
Brand.net, Inc.	3746337 US	
Brand.net, Inc.	3942430 US	MEDIA FUTURES PLATFORM
Brand.net, Inc.	3703785 US	QUALITY, SCALE AND VALUE, GUARANTEED
Brand.net, Inc.	3858876 US	SAFESCREEN
Brand.net, Inc.	3865105 US	SALESLINK
Brand.net, Inc.	3885233 US	SMARTSCALE
Brand.net, Inc.	4148104 US	SOCIAL ATTITUDE
Brand.net, Inc.	1331003 Austalia	
Brand.net, Inc.	1331002 Australia	SAFESCREEN
Brand.net, Inc.	TMA806825 CA	
Brand.net, Inc.	TMA806824 CA	SAFESCREEN
Brand.net, Inc.	7831346 China	SAFESCREEN
Brand.net, Inc.	008379927 EU	

OWNER	REGISTRATION NUMBER	TRADEMARK
Brand.net, Inc.	301474650 Hong Kong	 
Brand.net, Inc.	301474641 Hong Kong	SAFESCREEN
Brand.net, Inc.	1884158 India	SAFESCREEN
Brand.net, Inc.	5327411 Japan	BRAND.NET
Brand.net, Inc.	5368093 Japan	SAFESCREEN
Brand.net, Inc.	4102281930000 S Korea	SAFESCREEN
Brand.net, Inc.	1452276 Taiwan	SAFESCREEN

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Brand.net, Inc.	85394339 US	METRICS THAT MATTER
Brand.net, Inc.	85279078 US	MFP ON DEMAND
Brand.net, Inc.	85463001 US	SOCIALLINK
Brand.net, Inc.	7264678 China	BRANDNET
Brand.net, Inc.	302010054226.8/35 Germany	SAFESCREEN
Brand.net, Inc.	1890723 India	
Brand.net, Inc.	99030657 Taiwan	