

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MA Builder, LLC		12/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCF National Bank		
<b>Street Address:</b>	71 S. Wacker Drive, Suite 2110		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1353207	RECAS	
<b>Registration Number:</b>	1161254	AD-BUILDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122585600		
<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>	312-258-5724		
<b>Email:</b>	cbollinger@schiffhardin.com		
<b>Correspondent Name:</b>	Chris L. Bollinger		
<b>Address Line 1:</b>	P.O. Box 06079		
<b>Address Line 2:</b>	Schiff Hardin LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0079		
<b>ATTORNEY DOCKET NUMBER:</b>	41357-0012		
<b>NAME OF SUBMITTER:</b>	Chris L. Bollinger		
<b>SIGNATURE:</b>	/Chris L. Bollinger/		
<b>DATE SIGNED:</b>	03/18/2015		
<b>Total Attachments: 38</b>			
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**EXECUTION COPY**

**PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 30, 2014 by MA Builder, LLC, a Delaware limited liability company ("Debtor"), in favor of TCF National Bank ("Lender").

**WITNESSETH:**

**WHEREAS**, Debtor, MA Holding, LLC, a Delaware limited liability company ("Holdings"), Multi-Ad Solutions, LLC, a Delaware limited liability company ("Solutions"), MA Stock Acquisition, LLC, a Delaware limited liability company ("MSA"), Multi-Ad Services, Inc., an Illinois corporation ("MSI"; Solutions, MSA, MSI and Debtor are referred to herein, collectively, as "Borrowers" and, individually, as a "Borrower"; Holdings and Borrowers are referred to herein, collectively, as the "Obligors" and, individually, as an "Obligor"), and Lender have entered into that certain Credit Agreement dated as of August 23, 2013 (as amended (including, without limitation by any joinder agreement), modified or supplemented from time to time, the "Credit Agreement");

**WHEREAS**, Obligors desire to amend the Credit Agreement in the form of that certain Amendment No. 1 to Credit Agreement dated as of December 30, 2014 among Obligors and Lender (the "Amendment"); and

**WHEREAS**, it is a condition to the effectiveness of the Amendment and any extensions of credit to or for the benefit of Borrowers under the Credit Agreement that, among other things, Debtor execute and deliver to Lender this Agreement;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

**1. Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

**2. Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of the Liabilities Debtor hereby grants to the Lender a security interest in and to all of Debtor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect

thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations, copyright applications and works protectable by copyright and all renewals and extensions thereof, including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) all works based upon, incorporated in, derived from, incorporating or relating to all works covered by copyright, (b) all tangible property embodying the copyrights or such copyright materials, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (f) all renewals and extensions of all of the foregoing (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (f), inclusive, in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all Debtor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether Debtor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Debtor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all Debtor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether Debtor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to

prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of Debtor's business connected with and symbolized by the Marks;

*provided* that in no event shall the Patents, Marks, Copyrights or Licenses include, or the security interest granted under this Section 2 attach to, the Excluded Property (as such term is defined in the Security Agreement). None of the Patents, Marks, Copyrights or Licenses is Excluded Property on the date hereof. At all times after the date hereof, Debtor shall use reasonable efforts to eliminate all restrictions that would cause its property or assets to constitute Excluded Property prior to the incurrence thereof.

**3. Restrictions on Future Agreements.** Debtor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Debtor will not, without Lender's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Debtor's obligations under this Agreement, and Debtor further agrees and covenants that without Lender's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Lender under this Agreement. Debtor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, except as permitted under the Credit Agreement, without receiving the prior written consent of Lender thereto.

**4. Certain Covenants, Representations and Warranties of Debtor.** Debtor covenants, represents and warrants (to the best of Debtor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to Debtor) that (a) except to the extent the same is reasonably determined by Debtor to no longer material to Debtor's business: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Debtor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Debtor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes a material infringement; (v) Debtor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Debtor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Debtor, in each

case except for (A) rights granted by Debtor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Lender pursuant to this Agreement or the other Financing Agreements; (vi) Debtor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to Debtor's business); and (vii) Debtor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it (b) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items which are registered and in which Debtor has any right, title or interest on the Closing Date; and (c) Debtor has the unqualified right to enter into this Agreement and perform its terms.

**5. New Patents, Marks, Copyrights and Licenses.**

(a) If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, Debtor shall (i) create or obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto. Debtor hereby authorizes Lender to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Lender to make any such notation shall not limit or affect the obligations of Debtor or rights of Lender hereunder.

(b) Debtor shall upon the reasonable request of Lender execute such documents as Lender may reasonably request to maintain the perfection and priority of its security interest in any applications or registrations with respect to any Patents, Marks or Copyrights with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**6. Royalties; Terms.** Debtor hereby agrees that the security interest of Lender in all Patents, Marks, Copyrights and Licenses as described above shall, to the extent applicable, be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Debtor such smaller geographic location if any is specified for Debtor's use in the applicable License) and, without any liability for royalties or other related charges from Lender to Debtor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities (except Unasserted Contingent Indemnification Claims) and termination of the Credit Agreement.

**7. Inspection.** In accordance with the terms of the Credit Agreement, Lender shall have the right to inspect Debtor's premises and to examine Debtor's books, records and operations, including, without limitation, Debtor's quality control processes. From and after the occurrence and during the continuance of a Default and notice by Lender to Debtor of Lender's

intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Debtor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Debtor under the Marks consistent with the quality of products now manufactured by Debtor.

**8. Termination of Debtor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities (except Unasserted Contingent Indemnification Claims) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Lender shall, at the request of Debtor and at Debtor's reasonable expense, execute and deliver to Debtor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Lender's security interest granted to Lender pursuant to this Agreement, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Lender.

**9. Duties of the Debtor.** Except to the extent the same is reasonably determined by Debtor to no longer material to Debtor's business, Debtor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, except if in the good faith business judgment of Debtor such prosecution is not in the best business interests of Debtor, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, except if in the good faith business judgment of Debtor failure to do same is in the best business interests of Debtor, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights, except if in the good faith business judgment of Debtor such preservation, maintenance or enforcement is not in the best business interests of Debtor. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by Debtor. Except to the extent the same is no longer material to Debtor's business, Debtor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Lender.

**10. Lender's Right to Sue.** From and after the occurrence and during the continuance of a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Lender shall commence any such suit, Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement, and Debtor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between Debtor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder 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.

12. **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.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Debtor shall execute and deliver to Lender, at any time or times hereafter at the request of Lender, all papers (including, without limitation, any as may be deemed desirable by Lender for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Lender), as Lender may request, to evidence Lender's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Lender's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby constitutes and appoints Lender as Debtor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse Debtor's name on all applications, documents, papers and instruments determined by Lender as necessary or desirable for Lender in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Lender deems in good faith to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. This power of attorney is coupled with an interest and is irrevocable by Debtor. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured



party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Debtor hereby releases the Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Lender under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Agreement shall be binding upon Debtor and its respective successors and assigns and shall inure to the benefit of Lender and its respective successors, assigns and nominees.

17. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**MA BUILDER, LLC**

By: Shelby Vaughn  
Name: Shelby Vaughn  
Title: Vice President

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**

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

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

**MA BUILDER, LLC**

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

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

**TCF NATIONAL BANK**

By: Thomas G. Kalle  
Name: Thomas G. Kalle  
Title: Senior Vice President

SCHEDULE A  
PATENTS AND PATENT APPLICATIONS

None.

## SCHEDULE B

### COPYRIGHTS

#### Copyrights

Jurisdiction: USA

1. U.S. Copyright No. TX5-346-906, registered March 5, 2001, entitled: "SCAN October & November 2000."
2. U.S. Copyright No. TX5-343-775, registered March 5, 2001, entitled: "SCAN December 2000 & January 2001."
3. U.S. Copyright No. TX5-341-740, registered March 5, 2001, entitled: "Ad-Builder October 2000."
4. U.S. Copyright No. TX5-347-618, registered March 5, 2001, entitled: "Ad-Builder November 2000."
5. U.S. Copyright No. TX5-334-774, registered March 5, 2001, entitled: "Ad-Builder December 2000."
6. U.S. Copyright No. TX5-446-877, registered March 9, 2001, entitled: "Ad-Builder Supplement November/December 2000 CD."
7. U.S. Copyright No. TX5-446-878, registered March 9, 2001, entitled: "Ad-Builder November 2000 CD."
8. U.S. Copyright No. TX5-448-558, registered November 23, 2001, entitled: "Ad-Builder January 2001."
9. U.S. Copyright No. TX5-446-879, registered March 9, 2001, entitled: "Ad-Builder December 2000 CD."
10. U.S. Copyright No. TX5-446-880, registered March 9, 2001, entitled: "Ad-Builder October 2000 CD."
11. U.S. Copyright No. TX5-448-559, registered November 23, 2001, entitled: "Ad-Builder May 2001."
12. U.S. Copyright No. TX5-446-881, registered March 9, 2001, entitled: "SCAN December 2000/January 2001 CD."
13. U.S. Copyright No. TX5-446-883, registered March 9, 2001, entitled: "SCAN October/November 2000 CD."
14. U.S. Copyright No. TX5-457-544, registered November 23, 2001, entitled: "Ad-Builder Print September 2001."

15. U.S. Copyright No. TX5-457-545, registered November 23, 2001, entitled: "Ad-Builder Print October 2001."
16. U.S. Copyright No. TX5-457-541, registered November 23, 2001, entitled: "Ad-Builder Print June 2001."
17. U.S. Copyright No. TX5-457-542, registered November 23, 2001, entitled: "Ad-Builder Print July 2001."
18. U.S. Copyright No. TX5-457-543, registered November 23, 2001, entitled: "Ad-Builder Print August 2001."
19. U.S. Copyright No. TX5-529-745, registered December 10, 2001, entitled: "Ad-Builder Print Supplement September/ October 2001 Automated Database."
20. U.S. Copyright No. TX5-529-746, registered December 10, 2001, entitled: "Ad-Builder Print Supplement January/ February 2001 Automated Database."
21. U.S. Copyright No. TX5-529-747, registered December 10, 2001, entitled: "Ad-Builder Print Supplement March/April 2001 Automated Database."
22. U.S. Copyright No. TX5-529-748, registered December 10, 2001, entitled: "Ad-Builder Print Supplement May/June 2001 Automated Database."
23. U.S. Copyright No. TX5-529-749, registered December 10, 2001, entitled: "Ad-Builder Print Supplement July/August 2001 Automated Database."
24. U.S. Copyright No. TX5-436-475, registered November 23, 2001, entitled: "Ad-Builder Print January 2001 CD."
25. U.S. Copyright No. TX5-436-473, registered November 23, 2001, entitled: "Ad-Builder Print April 2001 CD."
26. U.S. Copyright No. TX5-436-476, registered November 23, 2001, entitled: "Ad-Builder Print March 2001 CD."
27. U.S. Copyright No. TX5-436-474, registered November 23, 2001, entitled: "Ad-Builder Print February 2001 CD."
28. U.S. Copyright No. TX5-516-174, registered November 29, 2001, entitled: "Ad-Builder Print Supplement July/August 2001 CD."
29. U.S. Copyright No. TX5-516-175, registered November 29, 2001, entitled: "Ad-Builder Print Supplement May/June 2001 CD."
30. U.S. Copyright No. TX5-516-176, registered November 29, 2001, entitled: "Ad-Builder Print Supplement September/ October 2001 CD."

31. U.S. Copyright No. TX5-516-177, registered November 29, 2001, entitled: "Ad-Builder Print Supplement March/April 2001 CD."
32. U.S. Copyright No. TX5-516-178, registered November 29, 2001, entitled: "Ad-Builder Print Supplement January/ February 2001 CD."
33. U.S. Copyright No. TX5-569-987, registered August 1, 2002, entitled: "Ad-Builder Scan December 2000 & January 2001."
34. U.S. Copyright No. TX5-570-208, registered August 1, 2002, entitled: "Ad-Builder Scan Print February/March 2001."
35. U.S. Copyright No. TX5-569-991, registered August 1, 2002, entitled: "Ad-Builder Scan Print April/May 2001."
36. U.S. Copyright No. TX5-571-099, registered August 1, 2002, entitled: "Ad-Builder Scan Print June/July 2001."
37. U.S. Copyright No. TX5-569-989, registered August 1, 2002, entitled: "Ad-Builder Scan Print August/September 2001."
38. U.S. Copyright No. TX5-569-988, registered August 1, 2002, entitled: "Ad-Builder Scan Print October/November 2001."
39. U.S. Copyright No. TX5-569-990, registered August 1, 2002, entitled: "Ad-Builder Scan Print February/March 2002."
40. U.S. Copyright No. TX5-581-928, registered August 6, 2002, entitled: "MultiAd Builder April/May 2002."
41. U.S. Copyright No. TX5-581-577, registered November 23, 2001, entitled: "Ad-Builder Print May 2001 CD."
42. U.S. Copyright No. TX5-581-576, registered November 23, 2001, entitled: "Ad-Builder Print September 2001 CD."
43. U.S. Copyright No. TX5-581-930, registered August 6, 2002, entitled: "Multi-Ad Builder Retail March 2002."
44. U.S. Copyright No. TX5-581-929, registered August 6, 2002, entitled: "Multi-Ad Builder Retail April 2002."
45. U.S. Copyright No. TX5-581-578, registered November 23, 2001, entitled: "Ad-Builder Print July 2001 CD."
46. U.S. Copyright No. TX5-581-579, registered November 23, 2001, entitled: "Ad-Builder Print June 2001 CD."

47. U.S. Copyright No. TX5-587-094, registered August 5, 2002, entitled: "Multi-Ad Builder July 2002."
48. U.S. Copyright No. TX5-587-095, registered August 5, 2002, entitled: "Multi-Ad Builder May 2002 Retail."
49. U.S. Copyright No. TX5-587-096, registered August 5, 2002, entitled: "Multi-Ad Builder June 2002 Retail."
50. U.S. Copyright No. TX5-587-182, registered August 5, 2002, entitled: "AdBuilder Classified June 2002."
51. U.S. Copyright No. TX5-582-446, registered August 6, 2002, entitled: "Ad-Builder Print February 2002."
52. U.S. Copyright No. TX5-581-580, registered November 23, 2001, entitled: "Ad-Builder Print August 2001 CD."
53. U.S. Copyright No. TX5-587-521, registered August 6, 2002, entitled: "Multi-Ad Builder Food Source March/April 2002 CD."
54. U.S. Copyright No. TX5-586-251, registered August 7, 2002, entitled: "Multi-Ad Builder Food Source March/April 2002 Automated Database."
55. U.S. Copyright No. TX5-586-252, registered August 7, 2002, entitled: "Multi-Ad Builder Food Source May/June 2002 Automated Database."
56. U.S. Copyright No. TX5-587-522, registered August 6, 2002, entitled: "Multi-Ad Builder Food Source May/June 2002 CD."
57. U.S. Copyright No. TX5-747-856, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Classified CD April 2003."
58. U.S. Copyright No. TX5-747-857, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Food Source March/April 2003 CD."
59. U.S. Copyright No. TX5-747-858, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Retail CD March 2003."
60. U.S. Copyright No. TX5-747-859, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Food Source CD January/February 2003 Automated Database."
61. U.S. Copyright No. TX5-747-860, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Food Source March/April 2003 Automated Database."
62. U.S. Copyright No. TX5-747-861, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Classified CD March 2003."



63. U.S. Copyright No. TX5-747-862, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Retail CD April 2003."
64. U.S. Copyright No. TX5-747-863, registered May 1, 2003, entitled: "MultiAd Builder AdBuilder Food Source CD January/February 2003."
65. U.S. Copyright No. TX5-708-739, registered January 9, 2003, entitled: "MultiAd Builder August 2002."
66. U.S. Copyright No. TX5-708-738, registered January 9, 2003, entitled: "MultiAd Builder September 2002."
67. U.S. Copyright No. TX5-708-731, registered January 9, 2003, entitled: "MultiAd Builder October 2002."
68. U.S. Copyright No. TX5-722-569, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Retail CD October 2002."
69. U.S. Copyright No. TX5-722-570, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Classified CD October 2002."
70. U.S. Copyright No. TX5-719-506, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Retail CD September 2002."
71. U.S. Copyright No. TX5-719-489, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Classified CD September 2002."
72. U.S. Copyright No. TX5-722-567, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Food Source November/ December 2002 CD."
73. U.S. Copyright No. TX5-722-568, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Food Source September/ October 2002 Automated Database."
74. U.S. Copyright No. TX5-718-862, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Classified CD August 2002."
75. U.S. Copyright No. TX5-718-862, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Retail CD August 2002."
76. U.S. Copyright No. TX5-718-863, registered January 6, 2003, entitled: "MultiAd Builder AdBuilder Food Source September/ October 2002 CD."
77. U.S. Copyright No. TX5-641-514, registered November 30, 2001, entitled: "Ad-Builder Print October 2001 CD."
78. U.S. Copyright No. TX5-619-388, registered August 1, 2002, entitled: "Ad-Builder Print November 2001."

79. U.S. Copyright No. TX5-589-266, registered August 7, 2002, entitled: "Ad-Builder Print January 2002."
80. U.S. Copyright No. TX5-589-267, registered August 7, 2002, entitled: "Ad-Builder Scan Print December/January 2001/02."
81. U.S. Copyright No. TX5-787-657, registered May 5, 2003, entitled: "MultiAd Builder AdBuilder Retail CD February 2003."
82. U.S. Copyright No. TX5-806-501, registered May 5, 2003, entitled: "MultiAd Builder February 2003."
83. U.S. Copyright No. TX5-806-502, registered May 5, 2003, entitled: "MultiAd Builder March 2003 Automated Database."
84. U.S. Copyright No. TX5-787-656, registered May 5, 2003, entitled: "MultiAd Builder AdBuilder Classified CD January 2003."
85. U.S. Copyright No. TX5-787-655, registered May 5, 2003, entitled: "MultiAd Builder AdBuilder Retail CD January 2003."
86. U.S. Copyright No. TX5-787-653, registered May 5, 2003, entitled: "MultiAd Builder AdBuilder Classified CD February 2003."
87. U.S. Copyright No. TX5-786-810, registered June 3, 2003, entitled: "MultiAd Builder AdBuilder Food Source November/ December 2002 Automated Database."
88. U.S. Copyright No. TX5-736-642, registered May 1, 2003, entitled: "MultiAd Builder January 2003 Database."
89. U.S. Copyright No. TX5-736-640, registered May 1, 2003, entitled: "MultiAd Builder April 2003 Database."
90. U.S. Copyright No. TX5-742-658, registered May 1, 2003, entitled: "MultiAd Builder April 2003."
91. U.S. Copyright No. TX5-742-659, registered May 1, 2003, entitled: "MultiAd Builder March 2003."
92. U.S. Copyright No. TX5-811-059, registered October 7, 2003, entitled: "MultiAd Builder AdBuilder Food Source May/June CD 2003."
93. U.S. Copyright No. TX5-811-058, registered October 7, 2003, entitled: "MultiAd Builder AdBuilder Food Source July/August 2003 CD."
94. U.S. Copyright No. TX5-742-660, registered May 1, 2003, entitled: "MultiAd Builder January 2003."

95. U.S. Copyright No. TX5-835-916, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Classified CD August 2003."
96. U.S. Copyright No. TX5-836-903, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Classified CD May 2003."
97. U.S. Copyright No. TX5-836-908, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Classified CD June 2003."
98. U.S. Copyright No. TX5-836-904, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Retail CD June 2003."
99. U.S. Copyright No. TX5-836-909, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Classified CD July 2003."
100. U.S. Copyright No. TX5-836-905, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Retail CD July 2003."
101. U.S. Copyright No. TX5-836-936, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Retail CD August 2003."
102. U.S. Copyright No. TX5-836-935, registered October 21, 2003, entitled: "MultiAd Builder AdBuilder Retail CD May 2003."
103. U.S. Copyright No. VA1-227-018, registered November 17, 2003, entitled: "MultiAd Builder AdBuilder Classified CD December 2003."
104. U.S. Copyright No. VA1-227-019, registered November 17, 2003, entitled: "MultiAd Builder AdBuilder Retail CD December 2003."
105. U.S. Copyright No. VA1-227-500, registered November 17, 2003, entitled: "Ad Builder February 1997."
106. U.S. Copyright No. VA1-227-048, registered December 22, 2003, entitled: "MultiAd Builder AdBuilder Food Source January/February 2004 CD."
107. U.S. Copyright No. VA1-224-660, registered December 22, 2003, entitled: "MultiAd Builder January 2004."
108. U.S. Copyright No. VA1-221-378, registered October 22, 2003, entitled: "MultiAd Builder AdBuilder Food Source November/December 2003."
109. U.S. Copyright No. TX5-824-162, registered October 7, 2003, entitled: "MultiAd Builder August 2003."
110. U.S. Copyright No. VA1-221-372, registered October 6, 2003, entitled: "MultiAd Builder AdBuilder Food Source September/October 2003 CD."

111. U.S. Copyright No. VA1-222-687, registered October 22, 2003, entitled: "MultiAd Builder November 2003."
112. U.S. Copyright No. TX5-840-517, registered October 7, 2003, entitled: "MultiAd Builder July 2003."
113. U.S. Copyright No. TX5-840-513, registered October 7, 2003, entitled: "MultiAd Builder June 2003."
114. U.S. Copyright No. VA 1-240-114, registered February 18, 2004, entitled: "MultiAd Builder Food Source March/April 2004."
115. U.S. Copyright No. VA 1-240-058, registered April 16, 2004, entitled: "MultiAd Builder Food Source May/June 2004."
116. U.S. Copyright No. VA 1-240-059, registered April 13, 2004, entitled: "MultiAd Builder AdBuilder Classified May 2004."
117. U.S. Copyright No. VA 1-245-119, registered March 2, 2004, entitled: "MultiAd Builder April, 2004."
118. U.S. Copyright No. VA 1-244-961, registered February 19, 2004, entitled: "MultiAd Builder March 2004."
119. U.S. Copyright No. VA 1-241-740, registered December 22, 2003, entitled: "MultiAd Builder AdBuilder Retail CD January 2004."
120. U.S. Copyright No. TX 5-855-248, registered October 7, 2003, entitled: "MultiAd Builder May 2003."
121. U.S. Copyright No. VA 1-237-413, registered March 2, 2004, entitled: "MultiAd Builder AdBuilder Retail CD April 2004."
122. U.S. Copyright No. VA 1-237-414, registered March 2, 2004, entitled: "MultiAd Builder AdBuilder Classified CD April 2004."
123. U.S. Copyright No. VA 1-234-616, registered February 19, 2004, entitled: "MultiAd Builder AdBuilder Classified CD March 2004."
124. U.S. Copyright No. VA 1-234-617, registered February 19, 2004, entitled: "MultiAd Builder AdBuilder Retail CD March 2004."
125. U.S. Copyright No. VA 1-234-619, registered December 22, 2003, entitled: "MultiAd Builder Classified CD January 2004."
126. U.S. Copyright No. VA 1-232-509, registered October 6, 2003, entitled: "MultiAd Builder September 2003."

127. U.S. Copyright No. VA 1-231-518, registered November 17, 2003, entitled: "MultiAd Builder December 2003."
128. U.S. Copyright No. TX 5-799-617, registered January 9, 2003, entitled: "MultiAd Builder September 2002 Automated Database."
129. U.S. Copyright No. VA 1-260-409, registered January 13, 2004, entitled: "MultiAd Builder AdBuilder Classified CD February 2004."
130. U.S. Copyright No. VA 1-260-408, registered January 13, 2004, entitled: "MultiAd Builder AdBuilder Retail CD February 2004."
131. U.S. Copyright No. VA 1-260-407, registered January 13, 2004, entitled: "MultiAd Builder February 2004."
132. U.S. Copyright No. VA 1-257-442, registered April 16, 2004, entitled: "MultiAd Builder AdBuilder Retail CD May 2004."
133. U.S. Copyright No. VA 1-260-485, registered April 28, 2004, entitled: "MultiAd Builder June 2004."
134. U.S. Copyright No. VA 1-260-484, registered April 28, 2004, entitled: "MultiAd Builder AdBuilder Retail CD June 2004."
135. U.S. Copyright No. VA 1-260-483, registered April 28, 2004, entitled: "MultiAd Builder AdBuilder Classified CD June 2004."
136. U.S. Copyright No. VA 1-268-953, registered June 8, 2004, entitled: "MultiAd Builder July 2004."
137. U.S. Copyright No. VA 1-266-448, registered June 8, 2004, entitled: "MultiAd Builder AdBuilder Retail CD July 2004."
138. U.S. Copyright No. VA 1-267-722, registered June 8, 2004, entitled: "MultiAd Builder AdBuilder Classified CD July 2004."
139. U.S. Copyright No. VA 1-267-721, registered June 8, 2004, entitled: "MultiAd Builder Food Source July/August 2004."
140. U.S. Copyright No. TX 5-713-590, registered January 9, 2003, entitled: "MultiAd Builder August 2002 Automated Database."
141. U.S. Copyright No. TX 5-713-585, registered January 9, 2003, entitled: "MultiAd Builder October 2002 Automated Database."
142. U.S. Copyright No. VA 1-271-086, registered April 16, 2004, entitled: "MultiAd Builder May 2004."

143. U.S. Copyright No. VA 1-282-167, registered September 10, 2004, entitled: "MultiAd Builder September 2004."
144. U.S. Copyright No. VA 1-234-617, registered February 19, 2004, entitled: "MultiAd Builder AdBuilder Retail CD March 2004."
145. U.S. Copyright No. VA 1-258-794, registered September 10, 2004, entitled: "MultiAd Builder AdBuilder Classified CD October 2004."
146. U.S. Copyright No. VA 1-258-815, registered September 10, 2004, entitled: "MultiAd Builder Food Source September/October 2004."
147. U.S. Copyright No. VA 1-258-816, registered September 10, 2004, entitled: "MultiAd Builder AdBuilder Retail CD October 2004."
148. U.S. Copyright No. VA 1-293-403, registered November 15, 2004, entitled: "MultiAd Builder Supplement CD December 2004."
149. U.S. Copyright No. VA 1-291-178, registered October 15, 2004, entitled: "MultiAd Builder November 2004."
150. U.S. Copyright No. VA 1-285-321, registered September 10, 2004, entitled: "MultiAd Builder October 2004."
151. U.S. Copyright No. VA 1-282-384, registered September 10, 2004, entitled: "MultiAd Builder AdBuilder Classified CD September 2004."
152. U.S. Copyright No. VA 1-282-385, registered September 10, 2004, entitled: "MultiAd Builder AdBuilder Retail CD September 2004."
153. U.S. Copyright No. TX 6-030-481, registered November 30, 2001, entitled: "Ad-Builder Print September 2001."
154. U.S. Copyright No. TX 6-030-484, registered November 30, 2001, entitled: "Ad-Builder Print August 2001."
155. U.S. Copyright No. TX 6-030-482, registered November 30, 2001, entitled: "Ad-Builder Print June 2001."
156. U.S. Copyright No. TX 6-030-483, registered November 30, 2001, entitled: "Ad-Builder Print July 2001."
157. U.S. Copyright No. TX 6-025-665, registered November 30, 2001, entitled: "Ad-Builder Print February 2001."
158. U.S. Copyright No. TX 6-025-664, registered November 23, 2001, entitled: "Ad-Builder Print March 2001."

159. U.S. Copyright No. TX 6-025-663, registered November 23, 2001, entitled: "Ad-Builder Print April 2001."
160. U.S. Copyright No. VA 1-254-435, registered November 19, 2003, entitled: "Scan February 1998."
161. U.S. Copyright No. VA 1-240-106, registered November 17, 2003, entitled: "Ad-Builder Supplement January/February 2000 CD."
162. U.S. Copyright No. VA 1-240-107, registered November 17, 2003, entitled: "Ad-Builder Supplement July/August 2000 CD."
163. U.S. Copyright No. VA 1-232-744, registered November 17, 2003, entitled: "Ad Builder PC Supplement March/April 1999 CD."
164. U.S. Copyright No. VA 1-232-745, registered November 17, 2003, entitled: "Ad Builder MAC Supplement November/December 1999 CD."
165. U.S. Copyright No. VA 1-232-746, registered November 17, 2003, entitled: "Ad-Builder Supplement May/June 1999 CD."
166. U.S. Copyright No. VA 1-232-747, registered November 17, 2003, entitled: "Ad-Builder November/December 1998 CD."
167. U.S. Copyright No. VA 1-220-450, registered November 17, 2003, entitled: "Ad-Builder September/October 2000 CD."
168. U.S. Copyright No. VA 1-220-451, registered November 17, 2003, entitled: "Ad-Builder April 1998 CD."
169. U.S. Copyright No. VA 1-220-452, registered November 17, 2003, entitled: "Scan February/March 1998 CD."
170. U.S. Copyright No. VA 1-220-453, registered November 17, 2003, entitled: "Ad-Builder July/August 1998 CD."
171. U.S. Copyright No. TX 5-799-617, registered January 9, 2003, entitled: "MultiAd Builder September 2002 Automated Database."
172. U.S. Copyright No. VA 1-223-794, registered November 17, 2003, entitled: "Ad Builder July/August 1998 CD."
173. U.S. Copyright No. VA 1-227-033, registered November 19, 2003, entitled: "Ad-Builder October 1997 CD."
174. U.S. Copyright No. VA 1-227-032, registered November 17, 2003, entitled: "Ad-Builder September/October 1996 CD."

175. U.S. Copyright No. VA 1-227-031, registered November 17, 2003, entitled: "Ad Builder August 1999 CD."
176. U.S. Copyright No. VA 1-227-030, registered November 17, 2003, entitled: "Ad Builder August 2000 CD."
177. U.S. Copyright No. VA 1-227-029, registered November 17, 2003, entitled: "Ad Builder September/October 1998 CD."
178. U.S. Copyright No. VA 1-227-028, registered November 17, 2003, entitled: "Ad Builder December 2000 CD."
179. U.S. Copyright No. VA 1-227-027, registered November 17, 2003, entitled: "Ad Builder November 1999 CD."
180. U.S. Copyright No. VA 1-227-026, registered November 17, 2003, entitled: "Ad Builder November 1997 CD."
181. U.S. Copyright No. VA 1-227-025, registered November 17, 2003, entitled: "Ad Builder November 2000 CD."
182. U.S. Copyright No. VA 1-227-024, registered November 17, 2003, entitled: "Ad Builder October 1997 CD."
183. U.S. Copyright No. VA 1-227-023, registered November 19, 2003, entitled: "Ad Builder PC Supplement November/December 1999 CD."
184. U.S. Copyright No. VA 1-227-022, registered November 19, 2003, entitled: "Ad-Builder March 2000 CD."
185. U.S. Copyright No. VA 1-227-021, registered November 19, 2003, entitled: "Ad-Builder May 1999 CD."
186. U.S. Copyright No. VA 1-227-020, registered November 17, 2003, entitled: "Scan February/March 2000 CD."
187. U.S. Copyright No. VA 1-293-929, registered November 15, 2003, entitled: "MultiAd Builder December 2004."
188. U.S. Copyright No. VA 1-294-383, registered July 9, 2004, entitled: "Multi-Ad Builder August 2004".
189. U.S. Copyright No. VA 1-297-382, registered October 6, 2004, entitled: "Multi-Ad Builder Food Source November/December 2004".
190. U.S. Copyright No. VA 1-297-386, registered October 25, 2004, entitled: "MultiAd Builder Supplement CD November 2004".



191. U.S. Copyright No. VA 1-295-781, registered December 9, 2004, entitled: "Multi Ad Builder January 2005".
192. U.S. Copyright No. VA 1-297-318, registered December 9, 2004, entitled: "Multi Ad Builder Supplement CD January 2005".
193. U.S. Copyright No. VA 1-297-321, registered January 4, 2005, entitled: "MultiAd Builder Food Source January/February 2005".
194. U.S. Copyright No. VA 1-298-454, registered January 18, 2005, entitled: "Multi-Ad Builder Supplement CD February 2005".
195. U.S. Copyright No. VA 1-299-087, registered January 18, 2005, entitled: "Multi Ad Builder February 2005".
196. U.S. Copyright No. VA 1-304-474, registered February 24, 2005, entitled: "Multi-Ad Builder March 2005".
197. U.S. Copyright No. VA 1-307-655, registered March 14, 2005, entitled: "Multi-Ad Builder Supplement CD April 2005".
198. U.S. Copyright No. VA 1-307-660, registered April 21, 2005, entitled: "Multi-Ad Builder Supplement CD June 2005".
199. U.S. Copyright No. VA 1-307-661, registered April 21, 2005, entitled: "Multi-Ad Builder June 2005".
200. U.S. Copyright No. VA 1-329-020, registered July 8, 2005, entitled: "Multi-Ad Builder August 2005".
201. U.S. Copyright No. VA 1-329-176, registered July 1, 2005, entitled: "Multi-Ad Builder AdBuilder Food Source July/August 2005 CD".
202. U.S. Copyright No. VA 1-321-884, registered February 24, 2005, entitled: "Multi-Ad Builder Food Source March/April 2005".
203. U.S. Copyright No. VA 1-320-631, registered February 24, 2005, entitled: "Multi-Ad Builder Supplement CD March 2005".
204. U.S. Copyright No. VA 1-303-481, registered April 12, 2005, entitled: "Multi-Ad Builder May 2005".
205. U.S. Copyright No. VA 1-318-617, registered April 12, 2005, entitled: "Multi-Ad Builder Food Source May/June 2005".
206. U.S. Copyright No. VA 1-318-618, registered April 12, 2005, entitled: "Multi-Ad Builder Supplement CD May 2005".

207. U.S. Copyright No. VA 1-330-866, registered June 10, 2005, entitled: "Multi-Ad Builder July 2005".
208. U.S. Copyright No. VA 1-330-882, registered July 8, 2005, entitled: "Multi-Ad Builder Supplement CD August 2005".
209. U.S. Copyright No. VA 1-336-226, registered August 5, 2005, entitled: "Multi-Ad Builder September 2005".
210. U.S. Copyright No. VA 1-338-633, registered September 15, 2005, entitled: "Multi-Ad Builder October 2005".
211. U.S. Copyright No. VA 1-337-434, registered September 15, 2005, entitled: "Multi-Ad Builder Supplement CD October 2005".
212. U.S. Copyright No. VA 1-336-275, registered October 5, 2005, entitled: "Multi-Ad Builder November 2005".
213. U.S. Copyright No. VA 1-340-333, registered October 5, 2005, entitled: "Multi-Ad Builder Supplement CD November 2005".
214. U.S. Copyright No. VA 1-340-272, registered November 3, 2005, entitled: "Multi-Ad Builder Supplement CD December 2005".
215. U.S. Copyright No. VA 1-340-273, registered November 3, 2005, entitled: "MultiAd Builder AdBuilder Food Source November/December 2005 CD".
216. U.S. Copyright No. VA 1-334-568, registered November 3, 2005, entitled: "Multi-Ad Builder December 2005".
217. U.S. Copyright No. VA 1-344-852, registered December 7, 2005, entitled: "MultiAd Builder AdBuilder Food Source September/October 2005 CD".
218. U.S. Copyright No. VA-1-350-321, registered December 13, 2005, entitled: "Multi-Ad Builder January 2006".
219. U.S. Copyright No. VA-1-349-125, registered December 13, 2005, entitled: "Multi-Ad Builder Food Source January/February 2006 CD".
220. U.S. Copyright No. VA-1-349-126, registered December 13, 2005, entitled: "Multi-Ad Builder Supplement CD January 2006".
221. U.S. Copyright No. VA-1-359-258, registered February 7, 2006, entitled: "Multi-Ad Builder Supplement CD March 2006".
222. U.S. Copyright No. VA-1-359-259, registered February 7, 2006, entitled: "Multi-Ad Builder Supplement CD February 2006".

223. U.S. Copyright No. VA-1-359-260, registered February 7, 2006, entitled: "Multi-Ad Builder February 2006".
224. U.S. Copyright No. VA-1-359-261, registered February 7, 2006, entitled: "Multi-Ad Builder March 2006".
225. U.S. Copyright No. VA-1-356-962, registered February 27, 2006, entitled: "Multi-AdBuilder Food Source March/April 2006 CD".
226. U.S. Copyright No. VA-1-360-198, registered March 16, 2006, entitled: "Multi Ad Builder April 2006".
227. U.S. Copyright No. VA-359-170, registered March 16, 2006, entitled: "Multi Ad Builder Supplement CD April 2006".
228. U.S. Copyright No. VA-1-377-612, registered April 10, 2006, entitled: "MultiAd Builder May 2006".
229. U.S. Copyright No. VA-1-364-328, registered April 10, 2006, entitled: "MultiAd Builder Supplement CD May 2006".
230. U.S. Copyright No. VA-1-364-327, registered April 10, 2006, entitled: "MultiAd Builder AdBuilder Food Source May/June 2006 CD".
231. U.S. Copyright No. VA-1-367-940, registered May 11, 2006, entitled: "MultiAd Builder AdBuilder Food Source July/August 2006 CD".
232. U.S. Copyright No. VA-1-367-931, registered June 1, 2006, entitled: "MultiAd Builder Supplement CD July 2006".
233. U.S. Copyright No. VA-1-371-960, registered June 1, 2006, entitled: "MultiAd Builder July 2006".
234. U.S. Copyright No. VA-1-392-497, registered August 5, 2005, entitled: "Multi Ad Builder Supplement CD September 2005".
235. U.S. Copyright No. VA-1-389-085, registered May 2, 2006, entitled: "MultiAd Builder June 2006".
236. U.S. Copyright No. VA-1-389-214, registered May 2, 2006, entitled: "MultiAd Builder Supplement CD June 2006".
237. U.S. Copyright No. VA-1-389-851, registered July 3, 2006, entitled: "MultiAd Builder August 2006".
238. U.S. Copyright No. VA-1-388-214, registered July 3, 2006, entitled: "Multi Ad Builder Supplement CD August 2006".

239. U.S. Copyright No. VA-1-389-959, registered July 3, 2006, entitled: "MultiAd Builder September 2006".
240. U.S. Copyright No. VA-1-383-985, registered August 4, 2006, entitled: "Multi Ad Builder Food Source September/October 2006".
241. U.S. Copyright No. VA-1-382-612, registered September 25, 2006, entitled: "Multi-Ad Builder October 2006".
242. U.S. Copyright No. VA-1-389-847, registered November 20, 2006, entitled: "Multi Ad Builder November 2006".
243. U.S. Copyright No. VA-1-390-521, registered November 24, 2006, entitled: "Multi Ad Builder December 2006".
244. U.S. Copyright No. VA-1-392-845, registered December 15, 2006, entitled: "Multi Ad Builder Food Source January/February 2007".
245. U.S. Copyright No. VA-1-392-855, registered December 22, 2006, entitled: "Multi Ad Builder Supplement CD January 2007".
246. U.S. Copyright No. VA-1-392-598, registered January 3, 2007, entitled: "Multi-Ad Builder Supplement CD October 2006".
247. U.S. Copyright No. VA-1-392-913, registered December 22, 2006, entitled: "Multi Ad Builder January 2007".
248. U.S. Copyright No. VA-1-401-962, registered November 20, 2006, entitled: "Multi Ad Builder Food Source November/December 2006".
249. U.S. Copyright No. VA-1-400-282, registered January 16, 2007, entitled: "Multi Ad Builder February 2007".
250. U.S. Copyright No. VA-1-401-150, registered January 16, 2007, entitled: "Multi Ad Builder Supplement CD February 2007".
251. U.S. Copyright No. VA-1-414-061, registered March 23, 2007, entitled: "Multi Ad Builder March 2007".
252. U.S. Copyright No. VA-1-404-816, registered April 5, 2007, entitled: "Multi Ad Builder April 2007".
253. U.S. Copyright No. VA-1-404-817, registered April 5, 2007, entitled: "Multi Ad Builder May 2007".
254. U.S. Copyright No. VA-1-409-361, registered May 9, 2007, entitled: "Multi Ad Builder June 2007".

255. U.S. Copyright No. VA-1-413-141, registered May 18, 2007, entitled: "Multi Ad Builder Food Source May/June 2007 CD".
256. U.S. Copyright No. VA-1-411-468, registered June 12, 2007, entitled: "Multi Ad Builder July 2007".
257. U.S. Copyright No. VA-1-424-069, registered March 23, 2007, entitled "Multi Ad Builder Supplement CD March 2007 ".
258. U.S. Copyright No. VA-1-424-070, registered March 23, 2007, entitled "Multi Ad Builder Food Source March/April 2007 CD".
259. U.S. Copyright No. VA-1-420-181, registered July 10, 2007, entitled "Multi Ad Builder August 2007 ".
260. U.S. Copyright No. VA-1-630-505, registered September 7, 2007, entitled "Multi-Ad Builder October 2007 ".
261. U.S. Copyright No. VA-1-629-022, registered September 26, 2007, entitled "Multi Ad Builder Food Source July/August 2007 CD".
262. U.S. Copyright No. VA-1-630-021, registered September 26, 2007, entitled "Multi-Ad Builder September 2007 ".
263. U.S. Copyright No. VA-1-630-185, registered October 31, 2007, entitled "Multi-Ad Builder November 2007 ".
264. U.S. Copyright No. VA-1-639-714, registered May 23, 2008, entitled "Multi-Ad Builder July 2008 ".
265. U.S. Copyright No. VA-1-676-601, registered February 8, 2008, entitled "Multi-Ad Builder Food Source March/April 2008 CD ".
266. U.S. Copyright No. VA-1-664-576, registered March 11, 2008, entitled "Multi-Ad Builder April 2008".
267. U.S. Copyright No. VA-1-682-382, registered April 4, 2008, entitled "Multi-Ad Builder May 2008".
268. U.S. Copyright No. VA-1-689-851, registered May 7, 2008, entitled "Multi-Ad Builder Food Source July/August 2008 CD".
269. U.S. Copyright No. VA-1-692-027, registered June 5, 2008, entitled "Multi-Ad Builder June 2008".
270. U.S. Copyright No. VA-1-656-495, registered August 6, 2008, entitled "Multi-Ad Builder September 2008 ".

271. U.S. Copyright No. VA-1-656-496, registered August 6, 2008, entitled "Multi-Ad Builder Food Source September/October 2008".
272. U.S. Copyright No. VA-1-661-494, registered September 9, 2008, entitled "Multi-Ad Builder October 2008".
273. U.S. Copyright No. VA-1-661-676, registered October 9, 2008, entitled "Multi-Ad Builder November 2008".
274. U.S. Copyright No. VA-1-664-886, registered November 21, 2008, entitled "Multi-Ad Builder Food Source November/December 2008 CD".
275. U.S. Copyright No. VA-1-664-882, registered November 21, 2008, entitled "Multi-Ad Builder December 2008".
276. U.S. Copyright No. VA-1-670-710, registered December 11, 2008, entitled "Multi-Ad Builder January 2008".
277. U.S. Copyright No. VA-1-675-028, registered January 27, 2009, entitled "Multi-Ad Builder March 2009".
278. U.S. Copyright No. VA-1-681-130, registered March 27, 2009, entitled "Multi-Ad Builder May 2009".
279. U.S. Copyright No. VA-1-675-241, registered April 28, 2009, entitled "Multi-Ad Builder June 2009".
280. U.S. Copyright No. VA-1-691-789, registered June 3, 2009, entitled "Multi-Ad Builder July 2009".
281. U.S. Copyright No. VA-1-694-893, registered August 3, 2009, entitled "Multi-Ad Builder August 2009".
282. U.S. Copyright No. VA-1-705-076, registered October 8, 2009, entitled "Multi-Ad Builder November 2009".
283. U.S. Copyright No. VA-1-705-282, registered November 17, 2009, entitled "Multi-Ad Builder December 2009".
284. U.S. Copyright No. VA-1-727-197, registered December 12, 2007, entitled "Multi-Ad Builder Food Source January/February 2008 CD".
285. U.S. Copyright No. VA-1-711-666, registered February 8, 2008, entitled "Multi-Ad Builder March 2008".
286. U.S. Copyright No. VA-1-713-219, registered June 20, 2008, entitled "Multi-Ad Builder August 2008".

287. U.S. Copyright No. VA-1-729-887, registered January 8, 2009, entitled "Multi-Ad Builder February 2009".
288. U.S. Copyright No. VA-1-704-485, registered September 2, 2009, entitled "Multi-Ad Builders October 2009".
289. U.S. Copyright No. VA-1-725-589, registered January 11, 2010, entitled "Multi-Ad Builder February 2010".
290. U.S. Copyright No. VA-1-712-174, registered February 3, 2010, entitled "Multi-Ad Builders September 2009".
291. U.S. Copyright No. VA-1-728-955, registered April 20, 2010, entitled "Multi-Ad Builder May 2010".
292. U.S. Copyright No. VA-1-728-952, registered May 2, 2010, entitled "Multi-Ad Builder June 2010".
293. U.S. Copyright No. VA-1-732-798, registered June 9, 2010, entitled "Multi-Ad Builder July 2010".
294. U.S. Copyright No. VA-1-744-148, registered December 12, 2007, entitled "Multi-Ad Builder February 2008".
295. U.S. Copyright No. VA-1-744-150, registered December 12, 2007, entitled "Multi-Ad Builder January 2008".
296. U.S. Copyright No. VA-1-744-151, registered December 12, 2007, entitled "Multi-Ad Builder December 2007".
297. U.S. Copyright No. VA-1-737-604, registered December 31, 2009, entitled "Multi-Ad Builder January 2010".
298. U.S. Copyright No. VA-1-748-700, registered March 1, 2010, entitled "Multi-Ad Builder March 2010".
299. U.S. Copyright No. VA-1-748-699, registered March 1, 2010, entitled "Multi-Ad Builder April 2010".
300. U.S. Copyright No. VA-1-750-146, registered July 9, 2010, entitled "Multi-Ad Builder August 2010".
301. U.S. Copyright No. VA-1-741-350, registered July 22, 2010, entitled "Multi-Ad Builder September 2010".
302. U.S. Copyright No. VA-1-749-686, registered August 27, 2010, entitled "Multi-Ad Builder October 2010".

303. U.S. Copyright No. VA-1-750-229, registered September 30, 2010, entitled "Multi-Ad Builder November 2010".
304. U.S. Copyright No. VA-1-751-492, registered November 3, 2010, entitled "Multi-Ad Builder December 2010".
305. U.S. Copyright No. VA-1-771-100, registered October 1, 2007, entitled "Multi Ad Builder Food Source November/December 2007".
306. U.S. Copyright No. VA-1-763-551, registered March 11, 2008, entitled "Multi Ad Builder Food Source May/June 2008 CD".
307. U.S. Copyright No. VA-1-776-568, registered March 4, 2009, entitled "Multi-Ad Builders April 2009".
308. U.S. Copyright No. VA-1-752-801, registered December 2, 2010, entitled "Creative Outlet January 2011".
309. U.S. Copyright No. VA-1-769-171, registered January 4, 2011, entitled "Creative Outlet February 2011".
310. U.S. Copyright No. VA-1-769-162, registered February 10, 2011, entitled "Creative Outlet March 2011".
311. U.S. Copyright No. VA-1-781-513, registered March 14, 2011, entitled "Creative Outlet April 2011".
312. U.S. Copyright No. VA-1-784-982, registered April 27, 2011, entitled "Creative Outlet June 2011".
313. U.S. Copyright No. VA-1-784-422, registered June 30, 2011, entitled "Creative Outlet August 2011".
314. U.S. Copyright No. VA-1-794-061, registered March 31, 2011, entitled "Creative Outlet May 2011".
315. U.S. Copyright No. VA-1-815-810, registered August 1, 2011, entitled "Creative Outlet September 2011".
316. U.S. Copyright No. VA-1-811-189, registered November 14, 2011, entitled "Creative Outlet December 2011".
317. U.S. Copyright No. VA-1-821-931, registered December 8, 2011, entitled "Creative Outlet January 2012".
318. U.S. Copyright No. VA-1-821-618, registered February 21, 2012, entitled "Creative Outlet March 2012".



319. U.S. Copyright No. VA-1-822-064, registered March 13, 2012, entitled "Creative Outlet April 2012".
320. U.S. Copyright No. VA-1-830-469, registered April 11, 2012, entitled "Creative Outlet May 2012".
321. U.S. Copyright No. VA-1-856-659, registered September 6, 2012, entitled "Creative Outlet October 2012".
322. U.S. Copyright No. VA-1-839-366, registered December 29, 2011, entitled "Creative Outlet February 2012".
323. U.S. Copyright No. VA-1-836-143, registered July 9, 2012, entitled "Creative Outlet August 2012".
324. U.S. Copyright No. VA 1-880-055, registered January 11, 2013, entitled "Creative Outlet February 2013".
325. U.S. Copyright No. VA 1-890-577, registered September 13, 2011, entitled "Creative Outlet October 2011".
326. U.S. Copyright No. VA 1-889-261, registered November 23, 2012, entitled "Creative Outlet January 2013".
327. U.S. Copyright No. VA 1-897-545, registered March 5, 2013, entitled "Creative Outlet April 2013".
328. U.S. Copyright No. VA 1-897-542, registered April 4, 2013, entitled "Creative Outlet May 2013".
329. U.S. Copyright No. VA 1-900-917, registered September 23, 2013, entitled "Creative Outlet November 2013".
330. U.S. Copyright No. VA 1-811-988, registered October 12, 2011, entitled "Creative Outlet November 2011".
331. U.S. Copyright No. VA 1-826-898, registered May 18, 2012, entitled "Creative Outlet July 2012".
332. U.S. Copyright No. VA 1-826-894, registered May 18, 2012, entitled "Creative Outlet June 2012".
333. U.S. Copyright No. VA 1-924-570, registered April 2, 2014, entitled "Creative Outlet May 2014".
334. U.S. Copyright No. VA 1-924-521, registered May 1, 2014, entitled "Creative Outlet June 2014".

335. U.S. Copyright No. VA 1-929-793, registered November 9, 2012, entitled "Creative Outlet December 2012."
336. U.S. Copyright No. VA 1-933-310, registered November 5, 2014, entitled "Creative Outlet December 2014."

## Copyrights Applications

Jurisdiction: USA

1. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet March/April 2013".
2. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet June 2013".
3. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet July 2013".
4. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet August 2013".
5. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet September 2013".
6. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet October 2013".
7. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet December 2013".
8. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet September 2012".
9. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet November 2012".
10. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet January 2014".
11. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet February 2014".
12. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet March 2014".
13. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet April 2014".
14. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet July 2014".
15. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet August 2014".
16. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet September 2014".
17. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet October 2014".
18. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet November 2014".
19. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet January 2015."
20. Application for Copyright Registration filed with United States Copyright Office for "Creative Outlet February 2015."

**SCHEDULE C**  
**PATENT AND COPYRIGHT LICENSES**

None.

**SCHEDULE D**

**TRADEMARKS, SERVICE MARKS**

Jurisdiction: USA

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
RECAS	73454222	1353207	August 6, 1985
AD-BUILDER	73221097	1161254	July 14, 1981

Jurisdiction: United Kingdom

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
MULTI AD AD- BUILDER		2111900	October 2, 1996

**SCHEDULE E**  
**TRADEMARK LICENSES**

None.

**SPECIAL POWER OF ATTORNEY  
(Patent, Trademark, Copyright and License)**

STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

**KNOW ALL MEN BY THESE PRESENTS**, that MA Builder, LLC, a Delaware limited liability company (“Debtor”), pursuant to that certain Patent, Copyright, License and Trademark Security Agreement, dated December 30, 2014 (the “Collateral Agreement”; terms used herein which are not defined herein but are defined in the Collateral Agreement shall have the meanings ascribed to them therein) between Debtor and TCF National Bank (“Lender”), hereby appoints and constitutes Lender its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine.

[signatures appear on next page]

This power of attorney is made pursuant to that certain Credit Agreement, dated as of December ~~30~~, 2014, among the Obligors and the Lender and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

MA BUILDER, LLC

By: Shelby Vaughn  
Name: Shelby Vaughn  
Title: Vice President