

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Enliven Marketing Technologies Corporation		11/03/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Serial Number:	77129929	NANONET
Serial Number:	77377742	FOTOMAT
Serial Number:	73523639	
Serial Number:	73244499	FOTO RUSH
Serial Number:	78826958	KEYSEARCH
Serial Number:	75706068	SUPERSTITIAL
Serial Number:	74595278	VIEWPOINT
Serial Number:	78944757	RICHMEDIA TODAY
Serial Number:	78826956	KEYSEARCH
Serial Number:	72382206	FOTOMAT
Serial Number:	76069005	VIEWPOINT VISUALIZATION
Serial Number:	75448445	UNICAST
Serial Number:	72300524	FOTOMAT
Serial Number:	75448443	UNICAST

CH \$665.00 77129929

Serial Number:	73838303	FOTOMAT
Serial Number:	72300523	FOTOMAT
Serial Number:	78358461	SEARCHING FOR A CAUSE
Serial Number:	75089560	ENLIVEN
Serial Number:	75574197	ENLIVEN/CAPTURE
Serial Number:	75574196	ENLIVEN/IMPLUSE
Serial Number:	77332016	ENLIVEN
Serial Number:	77332020	ENLIVEN
Serial Number:	77332021	ENLIVEN
Serial Number:	77332024	ENLIVEN MARKETING TECHNOLOGIES
Serial Number:	77332026	ENLIVEN MARKETING TECHNOLOGIES
Serial Number:	77332027	ENLIVEN MARKETING TECHNOLOGIES

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1664432
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/11/2008

**Total Attachments: 7**  
source=2516494#page1.tif  
source=2516494#page2.tif  
source=2516494#page3.tif  
source=2516494#page4.tif  
source=2516494#page5.tif  
source=2516494#page6.tif  
source=2516494#page7.tif

## TRADEMARK COLLATERAL AGREEMENT

This 3rd day of November, 2008, ENLIVEN MARKETING TECHNOLOGIES CORPORATION, a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 205 West 39th Street, New York, New York 10018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), a lien on, and a continuing security interest in, the following property:

- (i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and
- (ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and
- (iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

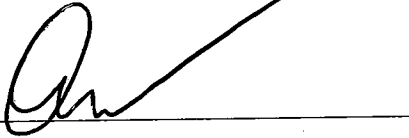
to secure performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated Security Agreement dated as of March 13, 2008 by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ENLIVEN MARKETING TECHNOLOGIES  
CORPORATION

By  \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

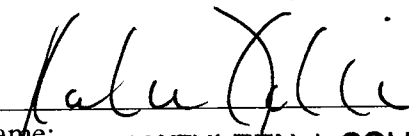
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ENLIVEN MARKETING TECHNOLOGIES  
CORPORATION

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BANK OF MONTREAL, as Agent

By  \_\_\_\_\_  
Name: **KATHLEEN J. COLLINS**  
Its: **DIRECTOR**

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK REGISTRATION AND PENDING TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Status</b>
NANONET	77129929		PENDING INTENT TO USE
FOTOMAT	77377742		PENDING
Design Only	73523639	1362512	RENEWED
FOTO RUSH	73244499	1167714	RENEWED
KEYSEARCH	78826958		PENDING INTENT TO USE
SUPERSTITIAL	75706068	2357310	REGISTERED
VIEWPOINT	74595278	2143808	REGISTERED

Trademark	Serial Number	Registration Number	Status
-----------	---------------	---------------------	--------

RICHMEDIA TODAY	78944757		PENDING INTENT TO USE
KEYSEARCH	78826956		PENDING INTENT TO USE
FOTOMAT	72382206	0928278	RENEWED
VIEWPOINT VISUALIZATION	76069005	3136105	REGISTERED
UNICAST	75448445	2371539	REGISTERED
FOTOMAT	72300524	0868275	RENEWED
UNICAST	75448443	2228706	REGISTERED
FOTOMAT	73838303	1610152	RENEWED
FOTOMAT	72300523	0942454	RENEWED

**Trademark                      Serial                      Registration                      Status**  
**Number                      Number**

SEARCHING FOR A CAUSE	78358461		PENDING
ENLIVEN	75089560	2232558	REGISTERED
ENLIVEN/CAPTURE	75574197	2543700	REGISTERED
ENLIVEN/IMPULSE	75574196	2497451	REGISTERED
ENLIVEN	77332016		PENDING
ENLIVEN	77332020		PENDING
ENLIVEN	77332021		PENDING
ENLIVEN MARKETING TECHNOLOGIES	77332024		PENDING
ENLIVEN MARKETING TECHNOLOGIES	77332026		PENDING
ENLIVEN MARKETING TECHNOLOGIES	77332027		PENDING



**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None.