

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mediaspan Group, Inc.		05/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	2937942	AD GRABBER	
Registration Number:	3460177	ADMANAGERPRO	
Registration Number:	2480243	ADPOWER	
Registration Number:	3339056	ADWEBSTER	
Registration Number:	3338505	ARCHIVEIQUE	
Registration Number:	1628147	CASH	
Registration Number:	2440099	CIRCULATIONPRO	
Registration Number:	3338506	CLASSFLOW	
Registration Number:	3339057	DATAVUE	
Registration Number:	3423652	FAN FRENZY	
Registration Number:	3339058	INTELLISELL	
Registration Number:	2428043	IQUE SERVER	
Registration Number:	2479673	JAZBOX	
Registration Number:	2860726	MEDIASPAN	
Registration Number:	2860727	MEDIASPAN	
Registration Number:	2918656	NEWSEDIT	
Registration Number:	2403721	NEWSEDITPRO	
Registration Number:	2405669	NEWSEDITPRO IQUE	
Registration Number:	2806478	NEWSJAZ	
Registration Number:	2794388	NEWSMAKER	
TRADEMARK			

OP \$790.00 2937942

Property Type	Number	Word Mark
Registration Number:	3391030	PAGETRAK
Registration Number:	3338585	PAGEWATCH IQUE
Registration Number:	2399390	PRODUCTIONMANAGERPRO
Registration Number:	2463300	QTOOLS
Registration Number:	4023438	SKYQUE
Registration Number:	4026725	SKYQUE
Registration Number:	2794373	TRANSPORTER
Registration Number:	2806477	WEBJAZ
Serial Number:	86013440	WEBMANAGERPRO
Registration Number:	2794372	WIREMANAGER
Registration Number:	3338587	WIREMANAGER IQUE

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150037
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	05/29/2014

Total Attachments: 6

source=USPTO Submission - Mediaspan Group, Inc. (Trademarks)#page2.tif

source=USPTO Submission - Mediaspan Group, Inc. (Trademarks)#page3.tif

source=USPTO Submission - Mediaspan Group, Inc. (Trademarks)#page4.tif

source=USPTO Submission - Mediaspan Group, Inc. (Trademarks)#page5.tif

source=USPTO Submission - Mediaspan Group, Inc. (Trademarks)#page6.tif

source=USPTO Submission - Mediaspan Group, Inc. (Trademarks)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of May 19, 2014, is entered into by MEDIASPACE GROUP, INC. (the "*Additional Grantor*") and SILICON VALLEY BANK (the "*Assignee*"), as administrative agent (in such capacity, the "*Administrative Agent*") pursuant to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of December 31, 2013, among the Assignee, NEWS CYCLE INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("*Holdings*"), NEWS CYCLE SOLUTIONS DELAWARE, INC. (f/k/a Saxotech Inc.), a Delaware corporation ("*Newscycle Delaware*"), DATA SCIENCES, INC., a New Jersey corporation ("*DSI*"), NEWS CYCLE SOLUTIONS FLORIDA, INC. (f/k/a Atex Inc.), a Florida corporation ("*Newscycle Florida*"), NEWS CYCLE SOLUTIONS AMERICAS, LLC (f/k/a Digital Technology International, LLC), a Utah limited liability company ("*Newscycle Americas*"), DTI WORLDWIDE, LLC, a Utah limited liability company ("*DTI Worldwide*"), JDS MANAGEMENT, L.L.C., a Utah limited liability company ("*JDS Management*"), NICHE SOFTWARE SYSTEMS, INC., a Delaware corporation ("*Niche Software*"), PUBLISHING BUSINESS SYSTEMS, INC., an Illinois corporation ("*Publishing Business*"), DTI HOLDING COMPANY, a Delaware corporation ("*DTI*", and together with Newscycle Delaware, DSI, Newscycle Florida, Newscycle Americas, DTI Worldwide, JDS Management, Niche Software, and Publishing Business, individually and collectively, jointly and severally, the "*U.S. Borrower*"), NEWS CYCLE SWEDEN HOLDINGS AB (corporate identity number 556946-3333), an entity organized under the laws of Sweden ("*Sweden Holdings*"), and ATEX AB (corporate identity number 556269-1518), an entity organized under the laws of Sweden ("*Atex AB*" and together with Sweden Holdings, each an "*Individual Swedish Borrower*", and collectively, jointly and severally, the "*Swedish Borrower*" and the Swedish Borrower, together with the U.S. Borrower, each a "*Borrower*", and collectively, the "*Borrowers*"), and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), that certain Amended and Restated Credit Agreement, dated as of December 31, 2013, among Holdings, the Borrower, the Administrative Agent and certain Lenders and other parties party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") and that certain Assumption Agreement, dated as of May 19, 2014, made by Additional Grantor in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Assumption Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, the Credit Agreement or the Assumption Agreement, as applicable.

WHEREAS, pursuant to the Assumption Agreement and the Guarantee and Collateral Agreement, Additional Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Additional Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Additional Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Additional Grantor hereby grants to Assignee a security interest in all of Additional Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Additional Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Additional Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Additional Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

Notwithstanding anything herein to the contrary and for the avoidance of doubt, in no event shall the Trademarks include any United States intent-to-use trademark or service mark application prior to the earlier of the filing of a statement of use with respect to the same that has been accepted by the United States Patent and Trademark Office or the issuance of a registration with respect to the same.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Additional Grantor authorizes the Assignee, upon notice to Additional Grantor, to modify this Agreement without obtaining Additional Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Additional Grantor or to delete any reference to any right, title or interest in any Trademarks in which Additional Grantor no longer has or claims any right, title or interest. Additional Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or

subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ADDITIONAL GRANTOR:

MEDIASPAN GROUP, INC.

By: 

Name: Preston McKenzie

Title: Chief Executive Officer

Address of Additional Grantor:
2725 S. Industrial Hwy., Suite 100
Ann Arbor, MI 48104

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005290 FRAME: 0685

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: Michael J. Fell

Title: Managing Director

Address of Assignee:

SILICON VALLEY BANK,
275 Grove Street, Suite 2-200
Newton, MA 02466

Attention: Mr. Michael Fell
Facsimile No.: 617-969-4395
E-mail: mfell@svb.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Registration Number	Registration Date	Database	Owner
AD GRABBER	2937942	04/05/05	U.S. Federal	MediaSpan Group, Inc.
ADMANAGERPRO	3460177	07/08/08	U.S. Federal	MediaSpan Group, Inc.
ADPOWER	2480243	08/21/01	U.S. Federal	MediaSpan Group, Inc.
ADWEBSTER	3339056	11/20/07	U.S. Federal	MediaSpan Group, Inc.
ARCHIVEIQUE	3338505	11/20/07	U.S. Federal	MediaSpan Group, Inc.
CASH	1628147	12/18/90	U.S. Federal	MediaSpan Group, Inc.
CIRCULATIONPRO	2440099	04/03/01	U.S. Federal	MediaSpan Group, Inc.
CLASSFLOW	3338506	11/20/07	U.S. Federal	MediaSpan Group, Inc.
DATAVUE	3339057	11/20/07	U.S. Federal	MediaSpan Group, Inc.
FAN FRENZY	3423652	05/06/08	U.S. Federal	MediaSpan Group, Inc.
INTELLISELL	3339058	11/20/07	U.S. Federal	MediaSpan Group, Inc.
IQUE SERVER	2428043	02/13/01	U.S. Federal	MediaSpan Group, Inc.
JAZBOX	2479673	08/21/01	U.S. Federal	MediaSpan Group, Inc.
MEDIASPAN	2860726	07/06/04	U.S. Federal	MediaSpan Group, Inc.
MEDIASPAN	2860727	07/06/04	U.S. Federal	MediaSpan Group, Inc.
NEWSEDIT	2918656	01/18/05	U.S. Federal	MediaSpan Group, Inc.
NEWSEDITPRO	2403721	11/14/00	U.S. Federal	MediaSpan Group, Inc.
NEWSEDITPRO IQUE	2405669	11/21/00	U.S. Federal	MediaSpan Group, Inc.
NEWSJAZ	2806478	01/20/04	U.S. Federal	MediaSpan Group, Inc.
NEWSMAKER	2794388	12/16/03	U.S. Federal	MediaSpan Group, Inc.
PAGETRAK	3391030	03/04/08	U.S. Federal	MediaSpan Group, Inc.
PAGEWATCH IQUE	3338585	11/20/07	U.S. Federal	MediaSpan Group, Inc.
PRODUCTIONMANAGER PRO	2399390	10/31/00	U.S. Federal	MediaSpan Group, Inc.
QTOOLS	2463300	06/26/01	U.S. Federal	MediaSpan Group, Inc.
SKYQUE	4023438	09/06/11	U.S. Federal	MediaSpan Group, Inc.
SKYQUE	4026725	09/13/11	U.S. Federal	MediaSpan Group, Inc.
TRANSPORTER	2794373	12/16/03	U.S. Federal	MediaSpan Group, Inc.
WEBJAZ	2806477	01/20/04	U.S. Federal	MediaSpan Group, Inc.
WEBMANAGERPRO	86013440	7/18/13	U.S. Federal	MediaSpan Group, Inc.
WIREMANAGER	2794372	12/16/03	U.S. Federal	MediaSpan Group, Inc.
WIREMANAGER IQUE	3338587	11/20/07	U.S. Federal	MediaSpan Group, Inc.

Pending Trademarks

Trademark	Application Number	Filing Date	Database	Owner
JAZBOX	903202883	12/08/10	Brazil	MediaSpan Group, Inc.