

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
DoubleClick Inc.	07/13/2005

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10179

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	5918014
Patent Number:	5400248
Patent Number:	5948061
Application Number:	09893748
Application Number:	09094949
Application Number:	09757389
Application Number:	09851029
Application Number:	09983493
Application Number:	09577798
Application Number:	10254923
Application Number:	10798342
Application Number:	10798340
Application Number:	10798444
Application Number:	10937341
Application Number:	10082069

PATENT

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REEL: 017596 FRAME: 0083

OP \$840.00 5918014

Application Number:	09802957
Application Number:	10245580
Application Number:	10891517
Application Number:	10157876
Application Number:	10245579
Application Number:	09541668

#### CORRESPONDENCE DATA

Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	031935-0165
NAME OF SUBMITTER:	Anna T Kwan

#### Total Attachments: 8

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## SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of July 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, this "Second Lien Patent Security Agreement"), among **DOUBLECLICK INC.**, a Delaware corporation and each of the undersigned (together with any other Person that executes a Joinder Agreement each, a "Grantor" and collectively, the "Grantors"), in favor of **BEAR STEARNS CORPORATE LENDING INC.** ("BSCL"), as Collateral Agent (in such capacity, the "Collateral Agent") for the benefit of the banks, financial institutions and other entities from time to time party to the Second Lien Credit Agreement (as defined below) (the "Secured Parties").

### WITNESSETH:

WHEREAS, **CLICK ACQUISITION CORP.**, a Delaware corporation (which on the Closing Date shall be merged with and into DoubleClick Inc. with DoubleClick Inc. surviving such merger as the borrower) (the "Borrower"), has entered into that certain Second Lien Credit Agreement, dated as of July 13, 2005 (the "Second Lien Credit Agreement"), by and among **CLICK SUBCO CORP.**, a Delaware corporation, the Borrower, the Lenders, **BEAR, STEARNS & CO. INC.** and **CREDIT SUISSE**, as Joint Lead Arrangers and Joint Bookrunners, **CREDIT SUISSE**, as Syndication Agent, **ABLECO FINANCE LLC**, as Documentation Agent, and **BSCL**, as Administrative Agent and Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that each Grantor shall have executed and delivered that certain Second Lien Pledge and Security Agreement, dated as of July 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement"), in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

WHEREAS, under the terms of the Second Lien Pledge and Security Agreement, each Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, including all successors and assigns, to the Collateral Agent for the ratable benefit of the Secured Parties and, upon the payment in full of all amounts owed to the Secured Parties, has agreed as a condition thereof to execute this Second Lien Patent Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Second Lien Pledge and Security Agreement and the Second Lien Credit Agreement and, in the event of an inconsistency among them, the Second Lien Credit Agreement shall control over the Second Lien Pledge and Security Agreement and the Second Lien Pledge and Security Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Second Lien Pledge and Security Agreement, and, if not therein defined, in the Second Lien Credit Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for itself and for the ratable benefit of the Secured Parties, subject to the exclusions and limitations set forth in the Second Lien Pledge and Security Agreement, a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as, the "Patent Collateral"):

all United States, states and foreign letters patents and applications for letters patent owned by any Grantor, certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) and all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, and all rights corresponding thereto throughout the world.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Second Lien Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. APPLICABLE LAW. This Second Lien Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Second Lien Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

CLICK SUBCO CORP.

By: 

Name: Philip U. Hammarjold

Title: President, Treasurer and Assistant Secretary

DOUBLECLICK INC.

By: \_\_\_\_\_

Name: David Rosenblatt

Title: President

BAMBINO FINANCE CORP.

By: \_\_\_\_\_

Name: Joe Todaro

Title: President

MESSAGEMEDIA US/EUROPE, INC.

By: \_\_\_\_\_

Name: Joe Todaro

Title: President

DOUBLECLICK HOLDING CORP.

By: \_\_\_\_\_

Name: Joe Todaro

Title: President

[SECOND LIEN PATENT SECURITY AGREEMENT]

PATENT  
REEL: 017596 FRAME: 0087

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

CLICK SUBCO CORP.

By: \_\_\_\_\_  
Name: Philip U. Hammaraskjold  
Title: President, Treasurer and Assistant Secretary

DOUBLECLICK INC.

By: David Rosenblatt  
Name: David Rosenblatt  
Title: President

BAMBINO FINANCE CORP.

By: \_\_\_\_\_  
Name: Joe Todaro  
Title: President

MESSAGEMEDIA US/EUROPE, INC.

By: \_\_\_\_\_  
Name: Joe Todaro  
Title: President

DOUBLECLICK HOLDING CORP.

By: \_\_\_\_\_  
Name: Joe Todaro  
Title: President

[SECOND LIEN PATENT SECURITY AGREEMENT]

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


CLICK SUBCO CORP.

By: \_\_\_\_\_  
Name: Philip U. Hammarskjold  
Title: President, Treasurer and Assistant Secretary

DOUBLECLICK INC.

By: \_\_\_\_\_  
Name: David Rosenblatt  
Title: President

BAMBINO FINANCE CORP.

By:   
Name: Joe Todaro  
Title: President

MESSAGEMEDIA US/EUROPE, INC.

By:   
Name: Joe Todaro  
Title: President

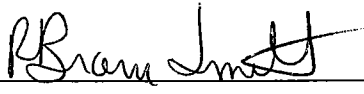
DOUBLECLICK HOLDING CORP.

By:   
Name: Joe Todaro  
Title: President

Accepted and Agreed:

**BEAR STEARNS CORPORATE LENDING INC.**

as Administrative Agent and Collateral Agent

By:   
Name: **Richard Bram Smith**  
Title: **Vice President**

[SECOND LIEN PATENT SECURITY AGREEMENT]

**PATENT**  
**REEL: 017596 FRAME: 0090**



**SCHEDULE I**  
**to**  
**SECOND LIEN PATENT SECURITY AGREEMENT**

U.S. Patent Applications and Issued Patents

Title	Patent No. (App. No.)	Issue Date (Filing Date)
Automated collaborative filtering in world wide web advertising	5918014	06-29-1999
Automated collaborative filtering in world wide web advertising	(09/893748)	(06-29-2001)
Computer network based conditional voting system	5400248	03-21-1995
Method and apparatus for automatic placement of advertising	(09/094949)	(06-15-1998)
Method and apparatus for selecting and delivering internet based advertising	(09/757389)	(01-08-2001)
Method and apparatus for transaction tracking over a computer network	(09/851029)	(05-07-2001)
Method and system for sharing anonymous user information	(09/983493)	(10-24-2001)
Method of delivery, targeting , and measuring advertising over networks	(09/577798)	(05-24-2000)
Method of delivery, targeting, and measuring advertising over networks	5948061	09-07-1999
Method of delivery, targeting, and measuring advertising over networks	(10/254923)	(09-26-2002)
Method of delivery, targeting, and measuring advertising over networks	(10/798342)	(03-12-2004)
Method of delivery, targeting, and measuring advertising over networks	(10/798340)	(03-12-2004)
Method of delivery, targeting, and measuring advertising over networks	(10/798444)	(03-12-2004)
Method of delivery, targeting, and measuring advertising over networks	(10/937341)	(09-10-2004)
Network for distribution of re-targeted advertising	(10/082069)	(02-26-2002)
System and method for advertising	(09/802957)	(03-12-2001)
System and method for analyzing website activity	(10/245580)	unknown
System and method for managing advertising campaign data	(10/891517)	unknown
System and method for multi-channel marketing campaign management	(10/157876)	unknown
System and method for reporting website activity based on inferred attribution methodology	(10/245579)	unknown
System for measuring the effectiveness of internet based advertising or marketing campaigns	(09/541668)	unknown

Non-U.S. Patent Applications

Country	Title	App. No.
Europe	Network for distribution of re-targeted advertising	99937536.3
Japan	Network for distribution of re-targeted advertising	2000-564333