

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Performics Inc.		07/13/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bear Stearns Corporate Lending Inc.		
<b>Street Address:</b>	383 MADISON AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10179		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2657068	PERFORMICS	
<b>Registration Number:</b>	2653808	PERFORMICS	
<b>Serial Number:</b>	76582304	CONNECTCOMMERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	031935-0165 (2ND LIEN)		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>Signature:</b>	/Anna T Kwan/		

OP \$90.00 2657068

Date:

05/10/2006

**Total Attachments: 8**

source=Performics-2nd lien#page1.tif

source=Performics-2nd lien#page2.tif

source=Performics-2nd lien#page3.tif

source=Performics-2nd lien#page4.tif

source=Performics-2nd lien#page5.tif

source=Performics-2nd lien#page6.tif

source=Performics-2nd lien#page7.tif

source=Performics-2nd lien#page8.tif

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, this "Second Lien Trademark Security Agreement"), among **PERFORMICS INC.**, an Illinois 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 Trademark 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 TRADEMARK 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 First 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 "Trademark Collateral") :

all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time in accordance with the First Lien Pledge and Security Agreement) and the goodwill of the business symbolized by the foregoing.

SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Second Lien Trademark 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 Trademark 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 Trademark 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 Trademark 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 Trademark 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, the Grantor has caused this Second Lien Trademark 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 N. Hammaraskjold

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

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark 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

IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark 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: Joe Todaro  
Name: Joe Todaro  
Title: President

MESSAGEMEDIA US/EUROPE, INC.

By: Joe Todaro  
Name: Joe Todaro  
Title: President

DOUBLECLICK HOLDING CORP.

By: Joe Todaro  
Name: Joe Todaro  
Title: President



Accepted and Agreed:

**BEAR STEARNS CORPORATE LENDING INC.**  
as Administrative Agent and Collateral Agent


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

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

U.S. Trademark Application

<b>Trademark</b>	<b>App. No. App. Date</b>
CONNECTCOMMERCE	76582304 03/22/2004

U.S. Trademark Registrations

<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>
PERFORMICS  performics	76197039 01/22/2001	2657068 12/03/2002
PERFORMICS	76288415 07/20/2001	2653808 11/26/2002

Non-U.S. Trademark Applications and Registrations

<b>Country</b>	<b>Mark</b>	<b>App. No. App. Date</b>	<b>Reg. No. Reg. Date</b>
Canada	CONNECTCOMMERCE	123118600 09/22/2004	
Canada	PERFORMICS	111636600 09/21/2001	TMA603126 02/24/2004
Community Trademarks	CONNECTCOMMERCE	4040283 09/22/2004	
Community Trademarks	PERFORMICS	2381390 09/19/2001	2381390 03/10/2003