

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AKQA, Inc. | | 03/20/2007 | CORPORATION: CALIFORNIA |
| AKQA Merger Sub, Inc. | | 03/20/2007 | CORPORATION: CALIFORNIA |
| AKQA Holdings, Inc. | | 03/20/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC, as Collateral Agent | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78970238 | AKQA | |
| Serial Number: | 78970244 | AKQA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)756-9299 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 8002210770 | | |
| Email: | matthew.mayer@thomson.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1133 Avenue of the Americas | | |
| Address Line 2: | Suite 3100 | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | CSC # 820185 | | |
| NAME OF SUBMITTER: | Matthew Mayer | | |

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| | |
|--|-----------------|
| Signature: | /Matthew Mayer/ |
| Date: | 03/26/2007 |
| Total Attachments: 6 source=AKQA_Jeffries_TM4#page2.tif source=AKQA_Jeffries_TM4#page3.tif source=AKQA_Jeffries_TM4#page4.tif source=AKQA_Jeffries_TM4#page5.tif source=AKQA_Jeffries_TM4#page6.tif source=AKQA_Jeffries_TM4#page7.tif | |

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

None.

Trademark Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|--------------|---------------------------------|------------------|
| AKQA, Inc. | 78/970,238 | AKQA |
| AKQA, Inc. | 78/970,244 | AKQA |
| AKQA, Inc. | EU Application No. 5,327,879 | AKQA |
| AKQA, Inc. | 2433037 | AKQA |

Trademark Security Agreement

Trademark Security Agreement, dated as of March 20, 2007 by AKQA MERGER SUB, INC., a corporation organized under the laws of California (which on the Closing Date will be merged with and into AKQA, INC.), AKQA HOLDINGS, INC., a corporation organized under the laws of Delaware, AKQA CORPORATION, a corporation organized under the laws of Delaware, and OCTANE DIGITAL, INC., a corporation organized under the laws of Delaware (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of JEFFERIES FINANCE LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a security agreement dated as of March 20, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement to confirm and evidence the security interest granted pursuant to the Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto (other than Excluded Property), provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest, including, without limitation, any United States Trademark application that is based on an intent-to-use interest, unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The parties intend that this Trademark Security Agreement is for recordation purpose only, and in the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than contingent obligations that are not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

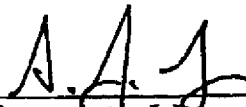
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]


IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AKQA MERGER SUB, INC.,
as Pledgor

By: 
Name: Anton J. Levy
Title: President

AKQA HOLDINGS, INC.,
as Pledgor

By: 
Name: Anton J. Levy
Title: President

AKQA CORPORATION and
OCTANE DIGITAL, INC.,
as Pledgors

By: 
Name: Thomas H. Bedecarré
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E.J. Hess
Title: **Managing Director**

[Trademark Security Agreement]

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