

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Intellectual Property Collateral Lien (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WBS Group LLC		06/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
Wicks Broadcast Solutions, LLC		06/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
Marketron International, Inc.		06/08/2007	CORPORATION: DELAWARE
Wicks Broadcast Solutions Holdings, LLC		06/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
WBS Group Holdings, LLC		06/08/2007	LIMITED LIABILITY COMPANY: DELAWARE
Tapscan, LLC		06/08/2007	LIMITED LIABILITY COMPANY: ALABAMA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2463137	CONTROL TOWER
Registration Number:	2385285	V.T.
Registration Number:	2445918	VISUAL TRAFFIC
Registration Number:	2859976	M MARKETRON
Registration Number:	2969744	M
Registration Number:	3008486	M
Registration Number:	2921491	M

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Registration Number:	2984892	MARKETRON
Registration Number:	2855145	MARKETRON
Registration Number:	2766877	MARKETRON
Registration Number:	2753128	MARKETRON
Registration Number:	2747327	MARKETRON
Registration Number:	2747770	WEBAVAILS
Registration Number:	1774120	TVSCAN
Registration Number:	2167563	TAPCONNECT

CORRESPONDENCE DATA

Fax Number: (312)827-8185
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-372-1121
Email: trademarks@bellboyd.com
Correspondent Name: Bell, Boyd & Lloyd LLP
Address Line 1: P.O. Box 1135
Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-4
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	07/13/2007

Total Attachments: 14
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THIS ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN IS SUBJECT TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 8, 2007 AMONG THE PARTIES HERETO AND CAPITAL SOURCE FINANCE LLC, AS AGENT FOR LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT, AS SET FORTH IN SECTION 4 HEREOF.

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN (SECOND LIEN)**

This ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "Acknowledgement"), dated as of June 8, 2007, is made by WBS GROUP LLC, a Delaware limited liability company ("WBS Group"), WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company ("WBS"), MARKETRON INTERNATIONAL, INC., a Delaware corporation ("Marketron"), WICKS BROADCAST SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), WBS GROUP HOLDINGS, LLC, a Delaware limited liability company ("WBS Group Holdings"), TAPSCAN, LLC, an Alabama limited liability company ("Tapscan") (WBS Group, WBS, Marketron, Holdings, WBS Group Holdings and Tapscan are sometimes collectively referred to herein as the "Grantors" and individually as a "Grantor"); in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "Secured Party").

RECITALS:

A. Grantors, Secured Party and the other Lenders party thereto have entered into a certain Second Lien Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

B. Pursuant to the Credit Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Credit Agreement.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be

interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "Intellectual Property Collateral"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing;
- (ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on Schedule II hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on Schedule III hereto, together with:

- (i) all renewals, reissues, continuations or extensions of the foregoing; and
- (ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. Acknowledgement. The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Credit Agreement and the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

4. **Intercreditor Agreement.** The Liens created hereby and the rights and remedies of Secured Party and Lenders hereunder are subject to the terms and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Acknowledgement, the terms of the Intercreditor Agreement shall govern.

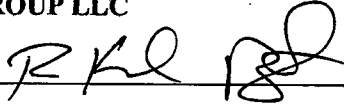
5. **Amendment.** No provision of this Acknowledgement may be changed, modified, amended, restated, waived, supplemented, discharged, canceled or terminated orally or by any course of dealing or in any other manner other than by a written agreement signed by the Requisite Lenders, Secured Party and the Grantors.

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IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien (Second Lien) to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


WBS GROUP LLC

By: 
Name: R. Kenneth Bryant
Title: Vice President

WICKS BROADCAST SOLUTIONS, LLC

By: 
Name: R. Kenneth Bryant
Title: Vice President

MARKETRON INTERNATIONAL, INC.

By: 
Name: R. Kenneth Bryant
Title: Vice President


WICKS BROADCAST SOLUTIONS HOLDINGS, LLC

By: 
Name: R. Kenneth Bryant
Title: Vice President

WBS GROUP HOLDINGS, LLC


By: 
Name: R. Kenneth Bryant
Title: Vice President

TAPSCAN, LLC

By: 
Name: R. Kenneth Bryant
Title: Vice President

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: 
Its: Peggy Balsawer
Title: Associate General Counsel
Corporate Finance

ACKNOWLEDGEMENT OF GRANTOR

WBS GROUP LLC

STATE OF New York)
COUNTY OF New York)

ss:

On this 6th day of June, 2007 before me personally appeared R. Kenneth Bryant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WBS Group LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Ben Hirschler
Notary Public

My Commission Expires: BEN HIRSCHLER
Notary Public, State of New York
No. 01HI6141419
Qualified in Bronx County
Commission Expires February 21, 2010

ACKNOWLEDGEMENT OF GRANTOR

WICKS BROADCAST SOLUTIONS, LLC

STATE OF New York)
COUNTY OF New York)

ss:

On this 6th day of June, 2007 before me personally appeared R. Kenneth Bryant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wicks Broadcast Solutions, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Ben Hirschler
Notary Public

My Commission Expires: BEN HIRSCHLER
Notary Public, State of New York
No. 01HI6141419
Qualified in Bronx County
Commission Expires February 21, 2010

ACKNOWLEDGEMENT OF GRANTOR

MARKETRON INTERNATIONAL, INC.

STATE OF New York)
)
COUNTY OF New York) ss:

On this 6th day of June, 2007 before me personally appeared R. Kenneth Bryant proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Marketron International, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Notary Public Rosa Balestrino

My Commission Expires:

ROSA BALESTRINO
Notary Public State of New York
No. 02BA6110093
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 24, 20 08

ACKNOWLEDGEMENT OF GRANTOR

WICKS BROADCAST SOLUTIONS HOLDINGS, LLC

STATE OF New York)
)
COUNTY OF New York) ss:

On this 6 day of June, 2007 before me personally appeared R. Kenneth Bryant proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wicks Broadcast Solutions Holdings, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Notary Public Rosa Balestrino

My Commission Expires:

ROSA BALESTRINO
Notary Public State of New York
No. 02BA6110093
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 24, 20 08

ACKNOWLEDGEMENT OF GRANTOR

WBS GROUP HOLDINGS, LLC

STATE OF New York)
)
COUNTY OF New York) ss:

On this 6th day of June, 2007 before me personally appeared Kenneth Bryant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WBS Group Holdings, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Notary Public Rosa Balestrino

My Commission Expires:

ACKNOWLEDGEMENT OF GRANTOR

ROSA BALESTRINO
Notary Public State of New York
No. 02BA6110093
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 24, 20 08

TAPSCAN, LLC

STATE OF New York)
)
COUNTY OF New York) ss:

On this 6th day of June, 2007 before me personally appeared Kenneth Bryant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Tapscan, LLC, an Alabama limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such limited liability company, that such instrument was signed on behalf of such limited liability company as authorized by its board of managers or similar governing body and that he acknowledged such instrument to be the free act and deed of each such limited liability company.

Notary Public Rosa Balestrino

My Commission Expires:

ROSA BALESTRINO
Notary Public State of New York
No. 02BA6110093
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 24, 20 08

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION - IN THE NAME OF WICKS BROADCAST SOLUTIONS, LLC				
MARK	COUNTRY/ STATE	SERIAL/APPLN NO/DATE	REG. NO/ REG. DATE	STATUS
CONTROL TOWER	United States	75/526341 07/27/98	2463137 06/26/01	Registered
LAZ E-FORMS	Canada	079610400 10/30/95	TMA508793 03/03/99	Registered
V.T. (and design)	United States	75/730600 06/16/90	2385285 09/12/00	Registered
VISUAL TRAFFIC	United States	75/832467 10/26/99	2445918 04/24/01	Registered

FEDERAL REGISTRATION - IN THE NAME OF MARKETRON INTERNATIONAL, INC.				
MARK	COUNTRY/ STATE	SERIAL/APPLN NO/DATE	REG. NO/ REG. DATE	STATUS
M MARKETRON	United States	78178202 10/24/02	2859976 07/06/04	Registered
M	United States	78178195 10/24/02	2969744 07/19/05	Registered
M	United States	78178191 10/24/02	3008486 10/25/05	Registered
M	United States	78178187 10/24/02	2921491 01/25/05	Registered
MARKETRON	United States	78178185 10/24/02	2984892 08/16/05	Registered
MARKETRON	United States	78178179 10/24/02	2855145 06/15/04	Registered
MARKETRON	United States	78178173 10/24/02	2766877 09/23/03	Registered
MARKETRON	United States	78162841 09/11/02	2753128 08/19/03	Registered
MARKETRON	United States	78162832 09/11/02	2747327 08/05/03	Registered
MARKETRON	Canada	1175843	TMA638629 04/28/05	Registered
MARKETRON	European Community Trademark Office		3103683 04/18/05	Registered

FEDERAL REGISTRATION - IN THE NAME OF TAPSCAN, LLC				
MARK	COUNTRY/ STATE	SERIAL/APPLN NO/DATE	REG. NO/ REG. DATE	STATUS
WEBAVAILS	United States	76051893 05/17/00	2747770 08/05/03	Registered
TV SCAN	United States	74299592 07/31/92	1774120 06/01/93	Registered
TAPSCAN	Canada	0879367	TMA518285 10/20/99	Registered

FEDERAL REGISTRATION - IN THE NAME OF TAPSCAN, LLC				
MARK	COUNTRY/ STATE	SERIAL/APPLN NO/DATE	REG. NO/ REG. DATE	STATUS
TAPCONNECT	United States	75303266 06/04/97	2167563 06/23/98	Registered

B. TRADEMARK APPLICATIONS

NONE.

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

FEDERAL REGISTRATION - IN THE NAME OF WICKS BROADCAST SOLUTIONS, LLC		
TITLE	REG. NO./ REG. DATE	OWNER
Balance forward traffic and billing system. Assignment of Copyrights	TXu 467-099 02/28/91	Wicks Broadcast Solutions, LLC
Broadcast accounting system version 2.0. Assignment of Copyrights	TX 2-993-589 01/02/91	Wicks Broadcast Solutions, LLC
Broadcast traffic system version 2.0. Assignment of copyrights	TX 2-993 524 01/02/91	Wicks Broadcast Solutions, LLC
Concert music system. Assignment of Copyrights	TXu 465-084 02/28/91	Wicks Broadcast Solutions, LLC
Datacount account receivable traffice scheduling (DARTS). Copyright Security Agreement	TXu 467-190 01/28/80	Wicks Broadcast Solutions, LLC
General ledger/accounts payable system. Assignment of Copyrights	TXu 475-957 02/28/91	Wicks Broadcast Solutions, LLC
Graphic general ledger rev. 2.0. Assignment of Copyrights	TXu 129-350 05/03/83	Wicks Broadcast Solutions, LLC
InterAcct interactive account. Assignment of Copyrights.	TXu 475-956 02/28/91	Wicks Broadcast Solutions, LLC
Office management/custom sales system. Assignment of Copyrights	TXu 465-082 02/28/91	Wicks Broadcast Solutions, LLC
Open item traffic and billing. Assignment of Copyrights	TXu 475-950 02/28/91	Wicks Broadcast Solutions, LLC
Traffic scheduling (DARTS). Assignment of Copyrights	TX 467-190 01/28/80	Wicks Broadcast Solutions, LLC
Visual traffic, version 1.3. Assignment of Copyrights	TX 4-890-345 03/08/99	Wicks Broadcast Solutions, LLC

FEDERAL REGISTRATION - IN THE NAME OF MARKETRON INTERNATIONAL, INC.		
TITLE	REG. NO./ REG. DATE	OWNER
1ST RATE—DRIVER PROGRAMS	TX-3-176-381 10/21/91	Marketron International, Inc.
MEDIA MASTER	TX-3-297-791 05/02/92	Marketron International, Inc.

FEDERAL REGISTRATION - IN THE NAME OF TAPSCAN, LLC		
TITLE	REG. NO./ REG. DATE	OWNER
RAPTOR	TXu-1-194-481 12/28/04	Tapscan, LLC

FEDERAL REGISTRATION - IN THE NAME OF TAPSCAN, LLC		
TITLE	REG. NO./ REG. DATE	OWNER
TAPSCAN NET REACH & FREQUENCY PROJECTIONS	TX-1-592-179 09/15/83	Tapscan, LLC
TAPSCAN CAMPAIGN FREQUENCY DISTRIBUTION ANALYSIS	TX-1-592-180 04/10/85	Tapscan, LLC
TAPSCAN CPM AND RATE PROJECTIONS: BASED UPON SPECIFIED CPM OR CPP	TX-1-592-181 04/10/85	Tapscan, LLC
TAPSCAN DEMOGRAPHIC ANALYSIS	TX-1-605-777 04/10/85	Tapscan, LLC
TAPSCAN EXTENDED CAMPAIGN ANALYSIS	TX-1-984-894 04/10/85	Tapscan, LLC
TAPSCAN C P M AND RATE PROJECTIONS: PROJECTIONS KEYED TO QUOTED RATE	TX-1-988-228 04/08/85	Tapscan, LLC
TAPSCAN REACH AND FREQUENCY ANALYSIS	TX-1-988-229 04/10/85	Tapscan, LLC
TAPSCAN "BOTTOM LINE": CPM - EQUIVALENT RATE TABLE	TX-2-005-458 04/09/85	Tapscan, LLC
TAPSCAN DEMOGRAPHIC ANALYSIS	TX-2-005-459 04/09/85	Tapscan, LLC
TAPSCAN FREQUENCY COST COMPARISONS	TX-2-005-460 04/09/85	Tapscan, LLC
TAPSCAN CPM AND RATE PROJECTIONS: PROJECTIONS KEYED TO ESTIMATED MARKET CPM BASE	TX-2-005-461 04/09/85	Tapscan, LLC
TAPSCAN RANK REPORT: AVERAGE PERSONS	TX-2-005-462 04/09/85	Tapscan, LLC
TAPSCAN EXTENDED CAMPAIGN ANALYSIS	TX-2-005-463 04/09/85	Tapscan, LLC
TAPSCAN RADIO STATION REACH & FREQUENCY PROFILE	TX-2-005-464 04/09/85	Tapscan, LLC
REACH AND FREQUENCY COMPUTATIONS FOR SAMPLE SCHEDULES	TX-2-005-465 04/09/85	Tapscan, LLC
TAPSCAN COST PER THOUSAND NET REACH COMPARISONS	TX-2-005-46 04/09/85	Tapscan, LLC
TAPSCAN POPULATION PROFILE	TX-2-005-467 04/09/85	Tapscan, LLC
TAPSCAN DEMOGRAPHIC PROFILE: AVERAGE PERSONS	TX-2-005-468 04/09/85	Tapscan, LLC
TAPSCAN RADIO CAMPAIGN BUDGET PROJECTS	TX-2-005-469 04/09/85	Tapscan, LLC

FEDERAL REGISTRATION - IN THE NAME OF TAPSCAN, LLC		
TITLE	REG. NO./ REG. DATE	OWNER
TAPSCAN REACH & FREQUENCY COMPUTATIONS.	TX-2-005-470 04/09/85	Tapscan, LLC
TAPSCAN RADIO SCHEDULE COMPUTATIONS.	TX-2-005-471 04/09/85	Tapscan, LLC
OMEGA32	TX-5-820-871 11/21/03	Tapscan, LLC

B. COPYRIGHT APPLICATIONS

NONE.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

NONE.

B. PATENT APPLICATIONS

NONE.