

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ValueClick, Inc.		09/30/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	3 Palo Alto Square, Suite 150		
<b>Internal Address:</b>	Attn: L. Jamie Riggs		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94306		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2870816	INVESTOPEDIA	
Registration Number:	3822464	PRECISION PROFILES	
Registration Number:	3822465	PRECISION RETARGETING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-612-2020		
<b>Email:</b>	lpartmann@orrick.com		
<b>Correspondent Name:</b>	Ramon Galvan		
<b>Address Line 1:</b>	777 South Figueroa Street		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-5855		
<b>ATTORNEY DOCKET NUMBER:</b>	1696-439/1640		
<b>NAME OF SUBMITTER:</b>	Ramon Galvan		

CH \$90.00 2870816

900177408

**TRADEMARK**  
 REEL: 004414 FRAME: 0181

Signature:	/Ramon Galvan/
Date:	11/15/2010
Total Attachments: 5 source=2010.11.08 Grant of Sec Int for 9.30.10#page1.tif source=2010.11.08 Grant of Sec Int for 9.30.10#page2.tif source=2010.11.08 Grant of Sec Int for 9.30.10#page3.tif source=2010.11.08 Grant of Sec Int for 9.30.10#page4.tif source=2010.11.08 Grant of Sec Int for 9.30.10#page5.tif	

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 30, 2010 is executed by VALUECLICK, INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of November 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ValueClick, Inc., as the Borrower, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities that are a party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, and any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement or providing Lender Bank Products (as defined in the Credit Agreement))).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, and any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

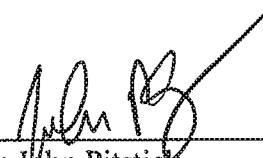
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
3 Palo Alto Square Suite 150  
Palo Alto, California 94306  
Attention: L. Jamie Riggs  
Tel. No. (650) 846-2423  
Fax No. (650) 493-2053

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

VALUECLICK, INC.

By:   
Name: John Pitstick  
Title: Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

) ss.  
)

On 11-9-2010, before me, SHARI KAYE SCHWARTZ, NOTARY PUBLIC

Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared JOHN PITSTICK

Name of Signer(s)

" personally known to me - OR - " proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shari Kaye Schwartz  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

Individual  
Corporate Officer  
CFO  
Title(s)

GRANT OF SECURITY INTEREST  
Title or Type of Document

Partner(s) Limited  
General

5  
Number of Pages

Attorney-In-Fact  
Trustee(s)  
Guardian/Conservator  
Other:

9-30-2010  
Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)  
VALUCLICK, INC

NONE  
Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS & COPYRIGHTS

NAME	OWNER	COUNTRY	STATUS	REG. NO.	REG. DATE
Investopedia	ValueClick Intl.	UK	Registered in 2007, received through acquisition of Investopedia	2,444,329	1/22/2007
Investopedia	ValueClick, Inc.	U.S.	Registered in 2004, received through acquisition of Investopedia	2,870,816	8/10/2004
Investopedia	ValueClick, Inc.	Canada	Registered in 2007, received through acquisition of Investopedia	698,629	10/16/2007
Precision Profiles	ValueClick, Inc.	U.S.	Registered	3,822,464	7/20/2010
Precision Retargeting	ValueClick, Inc.	U.S.	Registered	3,822,465	7/20/2010
IWANT	ValueClick Intl	UK	Registered	2,530,306	10/30/2009
Investopedia (copyrights)	ValueClick, Inc.	U.S.	Registered	1047859 1047860 1047862	5/3/2007

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NAME	OWNER	COUNTRY	STATUS	REG. NO.	REG. DATE
------	-------	---------	--------	----------	-----------