

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MWW Group LLC		02/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	695 Route 46 West		
Internal Address:	Suite 101		
City:	Fairfield		
State/Country:	NEW JERSEY		
Postal Code:	07004-1592		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3121858	MEDIAMIXX	
Registration Number:	3491858	MWW NEWSROOM	
Registration Number:	2292499	MWW	
Registration Number:	2625076	DIALOGBUILDER	
Registration Number:	2303831	WE SOLVE THE PROBLEMS THAT KEEP CEOS AWAKE AT NIGHT	
Registration Number:	2297850	MWW	
Registration Number:	2297849	MWW/AGENDA	
Registration Number:	2295632	MWW/STRATEGIC COMMUNICATIONS	
Registration Number:	2295631	MWW/SAVITT	
Registration Number:	2295630	THE MWW GROUP	
CORRESPONDENCE DATA			

CH \$265.00 3121858

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**TRADEMARK
 REEL: 004488 FRAME: 0768**

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ATTORNEY DOCKET NUMBER:	00490349.000010
NAME OF SUBMITTER:	Edward Longobardi
Signature:	/Edward Longobardi/
Date:	03/01/2011

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated February 28, 2011 made by **MWW GROUP LLC** (the "Grantor"), a Delaware limited liability company, having an address at One Meadowlands Plaza, East Rutherford, New Jersey 07073, in favor of **JPMORGAN CHASE BANK, N.A.** (together with any successor thereto, the "Grantee") having an address at 695 Route 46 West, Suite 101, Fairfield, New Jersey 07004-1592

Grantor and Grantee have entered into a certain Credit Agreement dated December 31, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement dated December 31, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of the Grantor, whether then owned or thereafter acquired or created by the Grantor, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto (the "Trademark Collateral").

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.


NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

MWW GROUP LLC

By

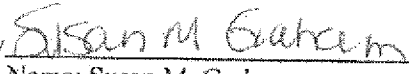

Name: Michael J. Kempner

Title: Authorized Person

Acknowledged and agreed to as of
the date first above written:

JPMORGAN CHASE BANK, N.A.

By


Name: Susan M. Graham

Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004488 FRAME: 0771

Schedule A

Trademarks

APPLICATION/ REGISTRATION NUMBER	MARK	FILED	REGISTERED	STATUS
78/491,414 3,121,858	MEDIAMIXX	9/29/2004	7/25/2006	LIVE
77/352,467 3,491,858		12/14/2007	8/26/2008	LIVE
75/532,198 2,292,499	MWW	8/6/1998	11/16/1999	LIVE
78/059,685 2,625,076	DIALOGBUILDER	4/21/2001	9/24/2002	DEAD
75/532,705 2,303,831	WE SOLVE THE PROBLEMS THAT KEEP CEOs AWAKE AT NIGHT	8/7/1998	12/28/1999	DEAD
75/532,197 2,297,850		8/6/1998	12/7/1999	DEAD
75/532,196 2,297,849	MWW/AGENDA	8/6/1998	12/7/1999	DEAD
75/532,195 2,295,632	MWW/STRATEGIC COMMUNICATIONS	8/6/1998	11/30/1999	DEAD
75/532,194 2,295,631	MWW/SAVITT	8/6/1998	11/30/1999	DEAD
75/532,193 2,295,630	THE MWW GROUP	8/6/1998	11/30/1999	DEAD

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