

**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>
Neverblue Communications, Inc.		03/31/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehman Commercial Paper Inc.		
<b>Street Address:</b>	1271 Sixth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10020		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3693553	A	
Registration Number:	3702651	ADVERTISING KINGS MEDIA GROUP	
Registration Number:	3693552	AKMG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)541-1345		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-541-1145		
<b>Email:</b>	gretchen.vondwingelo@bryancave.com		
<b>Correspondent Name:</b>	Gretchen Von Dwingelo		
<b>Address Line 1:</b>	1290 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10104		
<b>ATTORNEY DOCKET NUMBER:</b>	C073552.0310678		
<b>NAME OF SUBMITTER:</b>	Gretchen Von Dwingelo		
<b>Signature:</b>	/Gretchen Von Dwingelo/		

CH \$90.00 3693553

900188283

**TRADEMARK**  
 REEL: 004513 FRAME: 0787

Date:

04/01/2011

**Total Attachments: 5**

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**GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of March 31, 2011, is made by Neverblue Communications, Inc. (the "Grantor"), in favor of LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions or entities (the "Second Lien Lenders"), parties to the Second Lien Credit Agreement, dated as of August 16, 2007 (as amended by Amendment No. 1, dated as of June 28, 2010, and Amendment No. 2, dated as of February 11, 2011, and as may be further amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among Velo Holdings Inc., a Delaware corporation ("Holdings"), Velo Acquisition Inc., a Delaware corporation (the "Initial Borrower"), Vertrue LLC (formerly known as Vertrue Incorporated), a Delaware limited liability company (the "Surviving Borrower"), V2V Holdings LLC, a Delaware limited liability company (via joinder) (the "Additional Borrower" and together with the Existing Borrower, the "Borrower"), the Second Lien Lenders, Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, the "Administrative Agent"), the Collateral Agent, JPMorgan Chase Bank, N.A., as Syndication Agent and Lehman Brothers Inc. and J.P. Morgan Securities Inc., as Joint Lead Arrangers.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Second Lien Credit Agreement, the Second Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes the Grantor;

WHEREAS, the proceeds of the extensions of credit under the Second Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to the Grantor in connection with the operation of its business;

WHEREAS, the Borrower and the Grantor are engaged in related businesses, and the Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Second Lien Credit Agreement; and

WHEREAS, pursuant to the terms of the Second Lien Credit Agreement, the Grantor is required to execute and deliver an assumption agreement to the Second Lien Guarantee and Collateral Agreement, dated as of August 16, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement") to the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Second Lien Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral

Agent, for the ratable benefit of the Collateral Agent and the Second Lien Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default in accordance with the terms of the Second Lien Guarantee and Collateral Agreement, without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Second Lenders to secure payment, performance and observance of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recoding the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Lien Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Second Lien Lenders thereunder) shall remain in full force and effect in accordance with its terms.

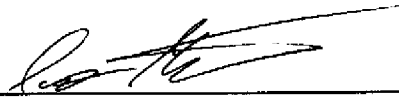
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the date set forth above.

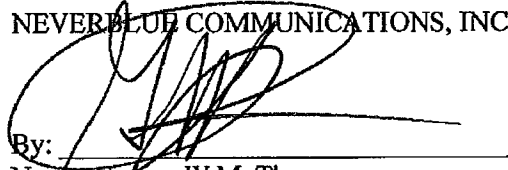
LEHMAN COMMERCIAL PAPER, INC.,  
as Collateral Agent

By:   
Name: SCOTT GOUDSMITH  
Title: AUTHORIZED SIGNATORY

[Grant of Security Interest in Trademarks (Second Lien)]

**TRADEMARK**  
**REEL: 004513 FRAME: 0791**

NEVERBLUE COMMUNICATIONS, INC.



By: \_\_\_\_\_

Name: George W.M. Thomas

Title: Secretary

[Grant of Security Interest in Trademarks (Second Lien)]

**TRADEMARK**  
**REEL: 004513 FRAME: 0792**

**SCHEDULE A**

**Trademarks:**

<b>Jurisdiction of Application or Registration</b>	<b>Trademark Name</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Status</b>
US	AKMG "a" and crown	AKMG, INC.	3693553	REGISTERED
US	Advertising Kings Media Group	AKMG, INC.	3702651	REGISTERED
US	"AKMG"	AKMG, INC.	3693552	REGISTERED