

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
Viamedia Services Corp.		04/19/2011	CORPORATION: DELAWARE
Viamedia National Sales, LLC		04/19/2011	LIMITED LIABILITY COMPANY: DELAWARE
Target Select Cable, LLC		04/19/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Viamedia, LLC		04/19/2011	LIMITED LIABILITY COMPANY: PENNSYLVANIA
Viamedia, Inc.		04/19/2011	CORPORATION: PENNSYLVANIA
Viamedia Holding Corp.		04/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company, as Administrative Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77805729	VIAMEDIA

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500

900189705

**TRADEMARK
 REEL: 004524 FRAME: 0795**

CH \$40.00 77805729

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0043-D.MANGAN
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Signature:	/Patricia O'Donoghue/
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Date:	04/19/2011
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of April, 2011 by VIAMEDIA SERVICES CORP., a Delaware corporation ("VSC"), VIAMEDIA NATIONAL SALES, LLC, a Delaware limited liability company ("VNS"), TARGET SELECT CABLE, LLC, a Pennsylvania limited liability company ("TSC"), VIAMEDIA, LLC, a Pennsylvania limited liability company ("Viamedia LLC"), VIAMEDIA, INC., a Pennsylvania corporation ("Viamedia Inc.", and together with VSC, VNS, TSC and Viamedia LLC, individually and collectively referred to herein as "Company") and VIAMEDIA HOLDING CORP., a Delaware corporation ("Holdings"; together with Company, collectively, the "Grantors" and each individually, a "Grantor") in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Company by Lenders;

WHEREAS, to induce Administrative Agent and the Lenders to enter into the Credit Agreement, Grantors agreed to execute and deliver to Administrative Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of the Grantors including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirm their prior grant pursuant to the Security Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to

as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations (as defined in the Credit Agreement) (other than unasserted contingent indemnification obligations), the irrevocable termination of all Commitments (as defined in the Credit Agreement) under the Credit Agreement and either the cancellation and return to Administrative Agent of all letters of credit issued under the Credit Agreement or the Cash Collateralization (as defined in the Credit Agreement) of all letters of credit issued under the Credit Agreement.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

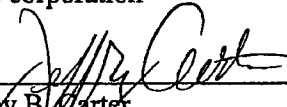
[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

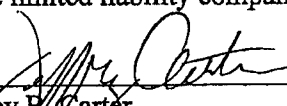
GRANTORS:

VIAMEDIA SERVICES CORP., a
Delaware corporation

By: 

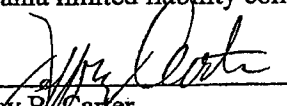
Jeffrey B. Carter
Chief Executive Officer

VIAMEDIA NATIONAL SALES, LLC, a
Delaware limited liability company

By: 

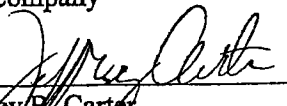
Jeffrey B. Carter
Chief Executive Officer

TARGET SELECT CABLE, LLC, a
Pennsylvania limited liability company

By: 

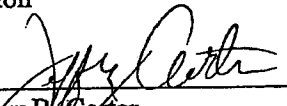
Jeffrey B. Carter
Chief Executive Officer

VIAMEDIA, LLC, a Pennsylvania limited
liability company

By: 

Jeffrey B. Carter
Chief Executive Officer

VIAMEDIA, INC., a Pennsylvania
corporation

By: 

Jeffrey B. Carter
Chief Executive Officer

(Signature Page to Trademark Security Agreement)

GRANTORS:

VIAMEDIA HOLDING CORP., a
Delaware corporation

By: *Tiffany J. Obenchain*
Tiffany Obenchain
Vice President

CHICAGO/#2183327

TRADEMARK
REEL: 004524 FRAME: 0800

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date
First Written Above

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 
Marcus D. Montanye
Managing Director

SCHEDULE A

TRADEMARK/SERVICEMARK REGISTRATIONS

Trademark	Database	Registration/ Application Number	Registration/ Application Date	Status	Owner
viamedia	United States Patent and Trademark Office	77805729	17-AUG-2009	Pending	Vimedia, Inc.
VIAMEDIA	U.S. State Michagan	M09202	06-NOV-2006	Registered MI	Vimedia, Inc.
VIAMEDIA	U.S. State Kentucky	16432	30-OCT-2006	Registered KY	Vimedia, Inc.
VIAMEDIA	U.S. State Alabama	110248	24-OCT-2006	Registered AL	Vimedia, Inc.
VIAMEDIA	U.S. State Florida	T06000001374	24-OCT-2006	Registered FL	Vimedia, Inc.