

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
	RB/TDM Holdings, LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
	TDM Acquisition Co., Inc.		12/21/2012	CORPORATION: DELAWARE
	Triad Digital Media, LLC		12/21/2012	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA				
Name:	Fifth Third Bank, as Agent			
Street Address:	1000 Town Center, Suite 1500			
City:	Southfield			
State/Country:	MICHIGAN			
Postal Code:	48075			
Entity Type:	banking corporation: OHIO			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
	Registration Number:	4202328	TRIAD	
	Registration Number:	4046969	TRIAD RETAIL MEDIA	
	Registration Number:	3707829	TRIAD DIGITAL MEDIA	
CORRESPONDENCE DATA				
Fax Number:	7346231625			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	(734) 623-1678			
Email:	nhudge@dickinsonwright.com			
Correspondent Name:	Nora Hudge, Paralegal			
Address Line 1:	Dickinson Wright PLLC			
Address Line 2:	350 South Main Street, Suite 300			
Address Line 4:	Ann Arbor, MICHIGAN 48104			

OP \$90.00 4202328

ATTORNEY DOCKET NUMBER:	21198-211
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	02/01/2013
<p>Total Attachments: 19</p> <p>source=Fifth Third - Triad Digital Security Agreement#page1.tif source=Fifth Third - Triad Digital Security Agreement#page2.tif source=Fifth Third - Triad Digital Security Agreement#page3.tif source=Fifth Third - Triad Digital Security Agreement#page4.tif source=Fifth Third - Triad Digital Security Agreement#page5.tif source=Fifth Third - Triad Digital Security Agreement#page6.tif source=Fifth Third - Triad Digital Security Agreement#page7.tif source=Fifth Third - Triad Digital Security Agreement#page8.tif source=Fifth Third - Triad Digital Security Agreement#page9.tif source=Fifth Third - Triad Digital Security Agreement#page10.tif source=Fifth Third - Triad Digital Security Agreement#page11.tif source=Fifth Third - Triad Digital Security Agreement#page12.tif source=Fifth Third - Triad Digital Security Agreement#page13.tif source=Fifth Third - Triad Digital Security Agreement#page14.tif source=Fifth Third - Triad Digital Security Agreement#page15.tif source=Fifth Third - Triad Digital Security Agreement#page16.tif source=Fifth Third - Triad Digital Security Agreement#page17.tif source=Fifth Third - Triad Digital Security Agreement#page18.tif source=Fifth Third - Triad Digital Security Agreement#page19.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Security Agreement”) dated as of December 21, 2012, is made by RB/TDM HOLDINGS, LLC, a Delaware limited liability company (“RB/TDM Holdings”), TDM ACQUISITION CO., INC., a Delaware corporation (“Triad Intermediate Holdco”), and TRIAD DIGITAL MEDIA, LLC, a Michigan limited liability company (“Triad”, and collectively with RB/TDM Holdings and Triad Intermediate Holdco, “Grantors”), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined below) (“Agent”).

RECITALS:

Agent, each Lender, the LC Issuer (collectively, the “Secured Creditors”), and the Grantors are parties to a certain Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the “Credit Agreement”), which provides (i) for the Secured Creditors to make certain loans to Grantors, and (ii) for the grant by Grantors to Agent, for the benefit of the Secured Creditors, of a security interest in each Grantor’s assets, including, without limitation, each Grantor’s patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof.

In consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors (intending to be legally bound) hereby agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Grantors to Agent, including, without limitation, (i) the Obligations (as that term is defined in the Credit Agreement) of each of the Grantors, and (ii) the liabilities, obligations, and indebtedness of each of the Grantors hereunder (all of the foregoing, collectively, the “Obligations”), each Grantor hereby grants a first priority perfected security interest and lien having priority over all other security interests and liens, with power of sale, upon the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement) without waiver, in and to any and all of each Grantor’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “Intellectual Property”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and

payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"), provided, that Trademarks shall not include any "intent-to-use" trademark until such time as a Grantor begins to use such trademark; and

(iii) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between any Grantor and any other party, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and any Grantor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of each Grantor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to

others and which are maintained as confidential by any Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Each Grantor hereby represents and warrants to Agent, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(i) To Grantor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to the Grantor's business is valid and enforceable, and the Grantor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Except as described on Exhibit A, B, C or D, as applicable, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Grantor not to sue third persons, except for any applicable Permitted Liens;

(iv) Grantor has adopted, used and is currently using all of the Trademarks, and to Grantor's knowledge, Grantor's use thereof does not infringe the intellectual property rights of any person or entity;

(v) Except as set forth on Exhibit E attached hereto, Grantor has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer or manager of the Grantor, as applicable, and this Security Agreement is a legally valid and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) To Grantor's knowledge, no trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Agent, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the Grantor's knowledge, each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) To knowledge of Grantor, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Grantor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Grantor agrees that until all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors) shall have been satisfied and indefeasibly paid in full and the Credit Agreement shall have been terminated in accordance with its terms, no Grantor shall, without the prior written consent of Agent, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of the Grantor's business), and each Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Agent under this Security Agreement.

5. New Intellectual Property. Each Grantor hereby represents and warrants to Agent that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets and unregistered copyrights) now owned by Grantor and material to Grantor's business. If, before all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors) shall have been satisfied in full or before the Credit Agreement has been terminated in accordance with its terms, any Grantor shall (i) become aware of any existing Intellectual Property of which a Grantor has not previously informed Agent, (ii) obtain rights to any new patentable inventions or other Intellectual Property, or (iii) become entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the Grantors shall give to Agent prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). Each Grantor hereby authorizes Agent to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Grantors' sole reasonable out-of-pocket cost and expense). Upon Agent's reasonable request, each Grantor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Agent's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (ii) the later to occur of (A) the indefeasible payment in full of all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors) or (B) the termination of all Commitments of each Lender under the Credit Agreement. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Intellectual Property shall be worldwide and as

extensive as the rights of any Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from Agent to any Grantor. Upon the occurrence and during the continuance of any Event of Default, each Grantor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Agent as assignee of Grantor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Agent as assignee of Grantor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Agent as assignee of Grantor's entire interest therein and in the goodwill of Grantor's business connected therewith and symbolized thereby.

7. Effect on Credit Agreement. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Ohio.

8. Agent's Right to Inspect; Trademark Quality Control. Agent shall have the right, at any time and from time to time during normal business hours (subject to Section 6.4 of the Credit Agreement) and prior to payment in full of all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors) and termination of the Credit Agreement, to inspect each Grantor's premises and to examine each Grantor's books, records and operations, including, without limitation, each Grantor's quality control processes. Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Agent, upon Agent's reasonable request from time to time, with a certificate of an officer of the Grantor certifying, on behalf of the Grantor, Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Agent agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors),

and the full and final termination of any commitment to extend any loan or financial accommodations under the Credit Agreement, this Security Agreement shall terminate, and Agent shall execute and deliver any document reasonably requested by Grantors, at Grantors' sole cost and expense, as shall be necessary to evidence termination of the security interest granted by each Grantor to Agent hereunder.

10. Expenses. All fees, reasonable out-of-pocket costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property or in connection with the performance of any of the agreements set forth herein, shall be borne by and paid by Grantors on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate (as defined in the Credit Agreement).

11. Duties of Grantors. Each Grantor shall have the duty to the extent commercially reasonable and in Grantor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors) shall have been paid in full and the Credit Agreement has been terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of the Grantor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with each Grantor's obligations under this Section 11 shall be borne by Grantors. No Grantor shall knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Agent except for Intellectual Property that a Grantor determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

12. Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Agent shall commence any such suit, each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Agent in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Agent in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between any Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations (other than any contingent obligations for indemnification or reimbursement for which Agent has not then given notice of a claim thereof against Grantors) shall have been paid in full and the Credit Agreement has been terminated.

17. Indemnification. Each Grantor hereby agrees to and shall defend, indemnify, save, and hold Agent and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all reasonable out-of-pocket costs and expenses, charges, penalties, damages, and losses (including, without limitation, reasonable attorneys' fees and reasonable out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Agent as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Agent because of its willful misconduct or gross negligence. The indemnification obligations of each Grantor provided hereby shall survive the termination of this Security Agreement and the Credit Agreement.

18. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, no Grantor shall assign this Security Agreement or any of such Grantor's obligations hereunder without the prior written consent of Agent.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Ohio, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Each Grantor acknowledges that a copy of this Security Agreement will be filed by the Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole reasonable out-of-pocket cost and expense of the Grantors.

22. Survival of Representations. All representations and warranties of each Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Credit Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Agent at any time or from time to time, and at the sole reasonable out-of-pocket cost and expense (including, without limitation, reasonable attorneys' fees) of Grantors, each Grantor shall take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Agent to collaterally assign any and all of Grantor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Agent. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN CINCINNATI, OHIO OR, AT THE SOLE OPTION OF AGENT, IN ANY OTHER COURT IN WHICH AGENT SHALL INITIATE LEGAL OR


EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO AGENT, EACH GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH AGENT ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. EACH GRANTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have duly executed this Intellectual Property Security Agreement in favor of Agent, as of the date first written above.

RB/TDM HOLDINGS, LLC

By:  _____

Print Name: Steven Linden

Title: Secretary

TDM ACQUISITION CO., INC.

By: _____

Print Name: Christopher Giomblanco

Title: Chief Financial Officer

TRIAD DIGITAL MEDIA, LLC

By: _____

Print Name: Christopher Giomblanco

Title: Chief Financial Officer

Accepted at Cincinnati, Ohio,
as of the date first written above

FIFTH THIRD BANK, as Agent

By: _____
James Conklin, Assistant Vice President

IN WITNESS WHEREOF, Grantors have duly executed this Intellectual Property Security Agreement in favor of Agent, as of the date first written above.

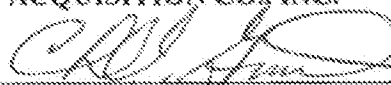
RB/TDM HOLDINGS, LLC

By: _____

Print Name: Steven Linden

Title: Secretary

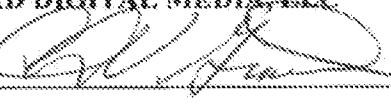
TDM ACQUISITION CO., INC.

By:  _____

Print Name: Christopher Giomblanco

Title: Chief Financial Officer

TRIAD DIGITAL MEDIA, LLC

By:  _____

Print Name: Christopher Giomblanco

Title: Chief Financial Officer

Accepted at Cincinnati, Ohio,
as of the date first written above

FIFTH THIRD BANK, as Agent

By: _____
James Conklin, Assistant Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, Grantors have duly executed this Intellectual Property Security Agreement in favor of Agent, as of the date first written above.

RB/TDM HOLDINGS, LLC

By: _____

Print Name: Steven Linden

Title: Secretary

TDM ACQUISITION CO., INC.

By: _____

Print Name: Christopher Giomblanco

Title: Chief Financial Officer

TRIAD DIGITAL MEDIA, LLC

By: _____

Print Name: Christopher Giomblanco

Title: Chief Financial Officer

Accepted at Cincinnati, Ohio,
as of the date first written above

FIFTH THIRD BANK, as Agent

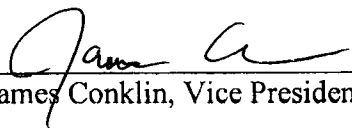
By:  _____
James Conklin, Vice President

EXHIBIT A

PATENTS

None.

EXHIBIT B

TRADEMARKS

RETAIL MEDIA MARKETPLACE	U.S. FEDERAL	PENDING Intent to Use	27-AUG-2012	85/713,501		35	TRIAD DIGITAL MEDIA, LLC
GEOSHOPPER	U.S. FEDERAL	PENDING Intent to Use	22-MAY-2012	85/631,799		35	TRIAD DIGITAL MEDIA, LLC
LOCALSHOPPER	U.S. FEDERAL	PENDING Intent to Use	22-MAY-2012	85/631,785		35	TRIAD DIGITAL MEDIA, LLC
SHARE N SAVE	U.S. FEDERAL	PENDING Intent to Use	27-APR-2012	85/610,477		35	TRIAD DIGITAL MEDIA, LLC
PINTOPURCHASE	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	04-APR-2012	85/589,113		35	TRIAD DIGITAL MEDIA, LLC
ENDLESS AISLE	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	06-FEB-2012	85/534,481		35	TRIAD DIGITAL MEDIA, LLC
TRIAD	U.S. FEDERAL	REGISTERED	30-JAN-2012	85/528,708	04-SEP-2012	35	4,202,328 TRIAD DIGITAL MEDIA, LLC
VIDEO FSI	U.S. FEDERAL	PENDING Intent to Use	23-NOV-2011	85/479,721		35	TRIAD DIGITAL MEDIA, LLC
RATE N SAVE	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	10-OCT-2011	85/443,343		35	TRIAD DIGITAL MEDIA, LLC
DIGITAL END AISLE	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	28-SEP-2011	85/434,169		35	TRIAD DIGITAL MEDIA, LLC
SAVINGSARCADE.COM	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	06-JUN-2011	85/338,774		35	TRIAD DIGITAL MEDIA, LLC
WATCH N SAVE	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	16-MAY-2011	85/321,670		35	TRIAD DIGITAL MEDIA, LLC
TRIAD RETAIL MEDIA	U.S. FEDERAL	REGISTERED	06-JAN-2011	85/211,920	25-OCT-2011	35	4,046,969 TRIAD DIGITAL MEDIA, LLC
SHELF HELP	U.S. FEDERAL	PUBLISHED (PENDING)	25-AUG-2010	85/115,599		35	TRIAD DIGITAL MEDIA, LLC

CROSS CELL	U.S. FEDERAL	Intent to Use	04-MAR-2010	77/950,782		35	TRIAD DIGITAL MEDIA, LLC
DIGITAL END CAP	U.S. FEDERAL	PUBLISHED (PENDING) Intent to Use	14-OCT-2009	77/848,444		35	TRIAD DIGITAL MEDIA, LLC
BRAND NEWS	U.S. FEDERAL	PENDING Intent to Use	05-OCT-2009	77/841,469		35	TRIAD DIGITAL MEDIA, LLC
TRIAD DIGITAL MEDIA	U.S. FEDERAL	REGISTERED	11-NOV-2008	77/611,919	10-NOV-2009	35	TRIAD DIGITAL MEDIA, LLC
TRIAD	GERMANY, FRANCE, UNITED KINGDOM	UNPUBLISHED APPLICATION (PENDING)	30-JAN-2012	85/528,708	04-SEP-2012	35	TRIAD DIGITAL MEDIA, LLC

EXHIBIT C

LICENSE AGREEMENTS

Triad Digital Media, LLC, has license to use trademarks according to the following agreements:

1. Marketing Services Agreement, dated as of April 15, 2012, by and between Triad and Buy.com, Inc.
2. Marketing Services Agreement, dated as of June 17, 2008, as amended, by and between Triad and CVS Pharmacy, Inc.
3. Master Relationship Agreement, dated as of April 28, 2008, effective as of May 1, 2007, by and between Triad and Dell USA L.P.
4. Marketing Services Agreement, dated as of January 31, 2012, by and between Triad and Dollar General Corporation.
5. Marketing Services Agreement, dated as of January 1, 2011, as amended, by and between Triad and eBay, Inc.
6. Marketing Services Agreement, dated as of September 30, 2009, by and between Triad and SYX Services, Inc.
7. Marketing Services Agreement, dated as of February 7, 2012, by and between Triad and Toys "R" Us- Delaware, Inc.
8. Marketing Services Agreement, dated as of March 29, 2005, but effective February 14, 2005, as amended, by and between V and Wal-Mart.com USA, LLC
9. Marketing Services Agreement, dated as of January 11, 2011, by and between Triad and Rite Aid Hdqtrs. Corp.
10. Marketing Services Agreement, dated as of September 10, 2012, by and between Triad and Shopping.com, Inc.
11. Marketing Services Agreement, dated as of September 14, 2012, by and between Triad and Zvents, Inc.
12. Realtime Media, LLC has granted TDM a non-exclusive, non-transferable, royalty-free license to use and reproduce the Owner's name, logos, service marks and trademarks.
13. Master Services Agreement, dated as of March 31, 2011, by and between Operative Media, Inc. and Triad.
14. Preferred Supplier Agreement, dated September 27, 2011, by and between Triad, Wal-Mart.com USA, LLC and Clorox Sales Company.

15. Preferred Supplier Agreement, dated December 27, 2011, by and between Triad, Wal-Mart.com USA, LLC and ConAgra Foods RDM, Inc.
16. Preferred Supplier Agreement, dated June 1, 2010, by and between Triad, Wal-Mart.com USA, LLC and Companies.
17. Junior Partner Agreement, dated June 14, 2012, by and between Triad, Wal-Mart.com USA, LLC and Del Monte Corporation.
18. Preferred Supplier Agreement, dated January 2, 2012, by and between Triad, Wal-Mart.com USA, LLC and Group.
19. Preferred Supplier Agreement, dated November 4, 2011, by and between Triad, Wal-Mart.com USA, LLC and Electrolux Home Care Products, Inc.
20. Custom Integration Agreement, dated June 22, 2011, by and between Triad, eBay and GEICO.
21. Preferred Supplier Agreement, dated March 1, 2011, by and between Triad, Wal-Mart.com USA, LLC and Intel, Inc.
22. Junior Partner Agreement, dated April 7, 2012, by and between Triad, Wal-Mart.com USA, LLC and Sunbeam Products, Inc.
23. Second Addendum to Junior Partner Agreement, dated January 20, 2012, by and between Triad, Wal-Mart.com USA, LLC and Johnson & Johnson.
24. Preferred Supplier Agreement, dated March 12, 2012, by and between Triad, Wal-Mart.com USA, LLC and Kellogg NA Co.
25. Preferred Supplier Agreement, dated January 31, 2012, by and between Triad, Sam's Club and Kimberly-Clark Global Sales, LLC.
26. Preferred Supplier Agreement, dated February 2, 2011, by and between Triad, Wal-Mart.com USA, LLC and McCormick and Company, Inc.
27. Preferred Supplier Agreement, dated September 12, 2012, by and between Triad, Wal-Mart.com USA, LLC and Luckie Company on behalf of McKee Foods Corporation.
28. Interactive Captain Marketing Agreement, dated December 7, 2011, by and between Triad, Sam's Club and Kraft Foods Global.
29. Preferred Supplier Agreement, dated January 1, 2012, by and between Triad, Sam's Club and First Data Corp.
30. Preferred Supplier Agreement, dated March 31, 2012, by and between Triad, Sam's Club and Member Services, Inc.

EXHIBIT D
COPYRIGHTS

None.

EXHIBIT E
LITIGATION

The Business Software Alliance (“BSA”) notified Triad Digital Media, LLC (“Triad”) that it had received information regarding potential unlicensed software installed on the computers in the Triad’s offices. The BSA requested that Triad conduct an internal audit and report any instances of unlicensed software. Triad is cooperating in the investigation with the assistance of audit counsel, and has submitted an audit to the BSA and is awaiting the BSA’s response.