



To the Honorable Commissioner of I

101482737

nal documents or copy thereof.

1. Name of conveying party(ies):
InSITE Services, LLC

Name and address of receiving party(ies)

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

Name: Alliance Data Systems Corporation

Internal Address:

9-25-00

Street Address: 17655 Waterview Parkway

Additional name(s) of conveying party(ies) attached? Yes No

City: Dallas State: TX ZIP: 75252

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 9, 2000

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/732,974; 75/736,454

B. Trademark Registration No.(s)

2,142,606; 2,338,126

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Randall C. Brown

Internal Address: Akin, Gump, Strauss, Hauer & Feld LLP

Street Address: P. O. Box 688

City: Dallas State: TX ZIP: 75313-0688

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Randall C. Brown
Name of Person Signing

September 22, 2000
Date

Total number of pages including cover sheet, attachments, and document: 8

10/10/2000 MTHAI1 00000257 75732974

01 FC:481
02 FC:482

40.00 GP
75.00 DP

Main documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2000, by InSITE Services, LLC, a Delaware limited liability company ("**Grantor**"), in favor of Alliance Data Systems Corporation, a Delaware corporation ("**Secured Party**").

WITNESSETH:

WHEREAS, the Secured Party and the Grantor have entered into that certain Warrant Purchase Agreement, of even date (the "**Warrant Purchase Agreement**"), pursuant to which, among other things, the Secured Party purchased and the Grantor has issued to the Secured Party warrants (the "**Warrants**") to purchase units of membership interest of the Grantor.

WHEREAS, the Secured Party is willing to enter into the Warrant Purchase Agreement and purchase the Warrants, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Secured Party that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Secured Party a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all registrations, reissues, divisionals, renewals, restorations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present


or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor and the Secured Party hereby acknowledge and affirm that the rights, remedies and restrictions of the Secured Party and the Grantor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

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

InSITE SERVICES, LLC

By: 
Name: Jonathon Shaevitz
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ALLIANCE DATA SYSTEMS CORPORATION

By: _____
Name: _____
Title: _____

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

InSITE SERVICES, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

ALLIANCE DATA SYSTEMS CORPORATION

By: Michael Beltz
Name: Michael Beltz
Title: ESR

SCHEDULE I

Trademarks and Trade Mark Licenses

1.	<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Status</u>
	UTILITY NAVIGATOR	2,142,606/75-254772	Registered
	INSITE SERVICES	2,338,126/75-653861	Registered
	INSITE	75-732974	Application Suspended
	ENERBILL	75-736454	Pending

2. No Trademark Licenses other than services agreements pursuant to which customers are given the right to use each other's marks for purposes of performing obligations under the agreements.

SCHEDULE I

Trademarks and Trade Mark Licenses

MarkReg. No.Date

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement