

# 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
WebLoyalty.com, Inc.		05/12/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	a limited liability company: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2805152	WALLET SHIELD
Registration Number:	2532560	WEBLOYALTY.COM
Registration Number:	2689051	TRAVEL VALUES
Registration Number:	2591465	TRAVEL VALUES PLUS
Serial Number:	76547716	RESERVATION REWARDS
Serial Number:	76584569	WEBLOYALTY
Serial Number:	75766730	TRIP SHIELD

## CORRESPONDENCE DATA

Fax Number: (213)996-3339

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 213-683-6339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

OP \$190.00 2805152

900024595

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REEL: 003082 FRAME: 0376

NAME OF SUBMITTER:	Claudia Immerzeel
Signature:	/Claudia Immerzeel/
Date:	05/12/2005
<p>Total Attachments: 11 source=WebloyalTM#page1.tif source=WebloyalTM#page2.tif source=WebloyalTM#page3.tif source=WebloyalTM#page4.tif source=WebloyalTM#page5.tif source=WebloyalTM#page6.tif source=WebloyalTM#page7.tif source=WebloyalTM#page8.tif source=WebloyalTM#page9.tif source=WebloyalTM#page10.tif source=WebloyalTM#page11.tif</p>	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of May, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, "Collateral Agent").

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

WHEREAS, pursuant to that certain Financing Agreement dated as of May 12, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among WebLoyalty Holdings, Inc., a Delaware corporation ("Parent"), webloyalty.com, inc., a Delaware corporation (the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even 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, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, 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, each 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 and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all extensions renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to any Agent, the Lender Group, or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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. The security interest granted pursuant to this Trademark Security Agreement is and shall be deemed to be one and the same as the Security Interest granted pursuant to the Security Agreement.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **Governing Law. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[signature page follows]

IN WITNESS WHEREOF, each 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.

**GRANTOR:**

WEBLOYALTY.COM, INC.,  
a Delaware corporation

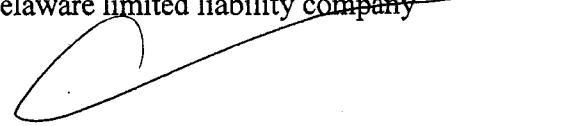
By: 

Name: *Vincent J. Agostino*  
Title: *President*

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**COLLATERAL AGENT:**

**ABLECO FINANCE LLC,**  
a Delaware limited liability company

By: 

Name: Kevin Gonda  
Title: SVP

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**

TO

TRADEMARK SECURITY AGREEMENT

A. U.S. AND CANADIAN REGISTERED TRADE AND/OR SERVICE MARKS:

RFEM No. 2470-	Mark	Current Goods/Services	Registration No.	Registration Date
107	WALLET SHIELD	ONLINE CREDIT, DEBIT AND CHARGE CARD REGISTRY SERVICE THAT PROTECTS CONSUMERS FROM UNAUTHORIZED CHARGES AND NOTIFIES CARD ISSUERS ABOUT CHANGES NEEDED TO CONSUMERS' ACCOUNTS in International Class 36.	2,805,152	January 13, 2004
115	webloyalty.com (Stylized)	ADVERTISING AND MARKETING ANALYSIS SERVICES FOR OTHERS VIA A GLOBAL COMPUTER NETWORK FOR ENHANCING THE POTENTIAL FOR WEBSITE TRAFFIC, FUTURE SALES, REGISTRATIONS, DOWNLOADS, REPEAT VISITS AND REPEAT SALES in International Class 35.	2,532,560	January 22, 2002
120	TRAVEL VALUES	PROMOTING AIRFARES, CAR RENTALS, AND HOTELS OF OTHERS THROUGH THE ISSUANCE OF DISCOUNT COUPONS in International Class 35.	2,689,051	Feb. 18, 2003

RFEM No. 2470-	Mark	Current Goods/Services	Registration No.	Registration Date
124	TRAVEL VALUES PLUS	PROMOTING AIRFARES, CAR RENTALS, HOTELS, MAGAZINES AND SCHEDULED AIR TRAVEL ACCIDENT INSURANCE OF OTHERS THROUGH THE ADMINISTRATION OF A DISCOUNT PURCHASING PROGRAM, in International Class 35; and  PROVIDING MEMBERS WITH EMERGENCY ROADSIDE SERVICE, in International Class 37. Service Mark	2,591,465	July 9, 2002

**B. U.S. AND CANADIAN PENDING TRADE AND/OR SERVICE MARKS:**

RFEM No. 2470-	Mark	Current Goods/Services	Registration No.	Registration Date
144	RESERVATION REWARDS	PROMOTING TRAVEL, DINING AND OTHER DISCOUNTS THROUGH THE ADMINISTRATION OF A DISCOUNT PURCHASING PROGRAM in International Class 35. Service Mark	76/547,716	September 26, 2003
144	RESERVATION REWARDS Canada	PROMOTING TRAVEL, DINING AND OTHER DISCOUNTS THROUGH THE ADMINISTRATION OF A DISCOUNT PURCHASING PROGRAM Service Mark	1,241,977	December 23, 2004
149	WEBLOYALTY	ADVERTISING AND MARKETING ANALYSIS	76/584,569	April 2, 2004

RFEM No.	Mark	Current Goods/Services	Registration No.	Registration Date
2470-		<p>SERVICES FOR OTHERS VIA A GLOBAL COMPUTER NETWORK FOR ENHANCING THE POTENTIAL FOR WEBSITE TRAFFIC, FUTURE SALES, REGISTRATIONS, DOWNLOADS, REPORT VISITS AND REPEAT SALES; PROMOTING THE GOODS AND SERVICES OF OTHERS THROUGH THE ADMINISTRATION OF DISCOUNT PURCHASING PROGRAMS, INCENTIVE AWARD PROGRAMS, AND PREFERRED CUSTOMER PROGRAMS, NAMELY, SHOPPING DISCOUNTS, DINING DISCOUNTS, ATTRACTION TICKET DISCOUNTS, MOVIE TICKETS DISCOUNTS, TRIP DELAY PROTECTION, LOST/DELAYED BAGGAGE PROTECTION, HOTEL OVERBOOKING PROTECTION, HOTEL RESERVATION DISCOUNTS, VACATION CONDOMINIUM RESERVATION DISCOUNTS, HOTEL FIRE/THEFT PROTECTION, CAR RENTAL DISCOUNTS, AIRLINE TICKET DISCOUNTS, TRAVEL COMMUNITIES, TRAVEL ACCIDENT INSURANCE, BEST PRICE GUARANTEES, EXTENDED WARRANTIES, DAMAGE THEFT AND LOSS PROTECTION, DELIVERY GUARANTEES, CREDIT CARD FRAUD PROTECTION, EMERGENCY ROAD SIDE SERVICES, CREDIT REPORTS, CREDIT MONITORING SERVICES, IDENTIFICATION THEFT INSURANCE AND CREDIT DISPUTE ASSISTANCE; DIRECT SALES TO THE PUBLIC OF PRODUCTS AND SERVICES, NAMELY, SHOPPING TICKET DISCOUNTS, DINING DISCOUNTS, ATTRACTION TICKET DISCOUNTS, MOVIE TICKETS DISCOUNTS, TRIP DELAY PROTECTION, LOST/DELAYED BAGGAGE PROTECTION, HOTEL</p>		

RFEM No. <b>2470-</b>	<b>Mark</b>	<b>Current Goods/Services</b>	<b>Registration No.</b>	<b>Registration Date</b>
		OVERBOOKING PROTECTION, HOTEL RESERVATION DISCOUNTS, VACATION CONDOMINIUM RESERVATION DISCOUNTS, HOTEL FIRE/THEFT PROTECTION, CAR RENTAL DISCOUNTS, AIRLINE TICKET DISCOUNTS, TRAVEL COMMUNITIES, TRAVEL ACCIDENT INSURANCE, BEST PRICE GUARANTEES, EXTENDED WARRANTIES, DAMAGE THEFT AND LOSS PROTECTION, DELIVERY GUARANTEES, CREDIT CARD FRAUD PROTECTION, EMERGENCY ROAD SIDE SERVICES, CREDIT REPORTS, CREDIT MONITORING SERVICES, IDENTIFICATION THEFT INSURANCE AND CREDIT DISPUTE ASSISTANCE; PROMOTION AND SELLING OF THE GOODS AND SERVICES OF OTHERS THROUGH THE USE OF ADVERTISING AND PROMOTION in International Class 35.		
115 Canada	WEBLOYALTY.C OM	ADVERTISING AND MARKETING ANALYSIS SERVICES FOR OTHERS VIA A GLOBAL COMPUTER NETWORK FOR ENHANCING THE POTENTIAL FOR WEBSITE TRAFFIC, FUTURE SALES, REGISTRATIONS, DOWNLOADS, REPORT VISITS AND REPEAT SALES; PROMOTING THE GOODS AND SERVICES OF OTHERS THROUGH THE ADMINISTRATION OF DISCOUNT PURCHASING PROGRAMS, INCENTIVE AWARD PROGRAMS, AND PREFERRED CUSTOMER PROGRAMS	1,242,027	December 24, 2004

**TRADEMARK**  
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RFEM No. 2470-	Mark	Current Goods/Services	Registration No.	Registration Date
		NAMELY, SHOPPING DISCOUNTS, DINING DISCOUNTS, ATTRACTION TICKET DISCOUNTS, TRIP DELAY PROTECTION, LOST/DELAYED BAGGAGE PROTECTION, HOTEL OVERBOOKING PROTECTION, HOTEL RESERVATION DISCOUNTS, VACATION CONDOMINIUM RESERVATION DISCOUNTS, HOTEL FIRE/THEFT PROTECTION, CAR RENTAL DISCOUNTS, AIRLINE TICKET DISCOUNTS, TRAVEL COMMUNITIES, TRAVEL ACCIDENT INSURANCE, BEST PRICE GUARANTEES, EXTENDED WARRANTIES, DAMAGE THEFT AND LOSS PROTECTION, DELIVERY GUARANTEES, CREDIT CARD FRAUD PROTECTION, EMERGENCY ROAD SIDE SERVICES, CREDIT REPORTS, CREDIT MONITORING SERVICES, IDENTIFICATION THEFT INSURANCE AND CREDIT DISPUTE ASSISTANCE; DIRECT SALES TO THE PUBLIC OF PRODUCTS AND SERVICES, NAMELY, SHOPPING DISCOUNTS, DINING DISCOUNTS, ATTRACTION TICKET DISCOUNTS, MOVIE TICKETS DISCOUNTS, TRIP DELAY PROTECTION,		

RFEM No. 2470-	Mark	Current Goods/Services	Registration No.	Registration Date
		LOST/DELAYED BAGGAGE PROTECTION, HOTEL OVERBOOKING PROTECTION, HOTEL RESERVATION DISCOUNTS, VACATION CONDOMINIUM RESERVATION DISCOUNTS, HOTEL FIRE/THEFT PROTECTION, CAR RENTAL DISCOUNTS, AIRLINE TICKET DISCOUNTS, TRAVEL COMMUNITIES, TRAVEL ACCIDENT INSURANCE, BEST PRICE GUARANTEES, EXTENDED WARRANTIES, DAMAGE THEFT AND LOSS PROTECTION, DELIVERY GUARANTEES, CREDIT CARD FRAUD PROTECTION, EMERGENCY ROAD SIDE SERVICES, CREDIT REPORTS, CREDIT MONITORING SERVICES, IDENTIFICATION THEFT INSURANCE AND CREDIT DISPUTE ASSISTANCE; PROMOTION AND SELLING OF THE GOODS AND SERVICES OF OTHERS THROUGH THE USE OF ADVERTISING AND PROMOTION.		Service Mark

TRADEMARK  
REEL: 003082 FRAME: 0387

**C. INTENT TO USE APPLICATIONS – SECURITY INTEREST NOT GRANTED UNTIL AMENDMENT OR  
STATEMENT OF USE FILED AND ACCEPTED:**

RFEM No. <b>2470-</b>	Mark	Current Goods/Services	Registration No.	Registration Date
111	TRIP SHIELD	PACKAGE OF TRAVEL INSURANCE SERVICES IN THE NATURE OF COMMON CARRIER ACCIDENT INSURANCE, CAR INSURANCE FOR RENTAL CARS, ACCIDENT INSURANCE, AND SCHEDULED AIR ACCIDENT INSURANCE SOLD TO CONSUMERS WHEN THEY ARRANGE THEIR TRAVEL PLANS in International Class 36.	75/766,730	August 3, 1999

RECORDED: 05/12/2005

**TRADEMARK  
REEL: 003082 FRAME: 0388**