

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
NEWGISTICS, INC.		02/14/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. TRIMBLE ROAD
Internal Address:	MC 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Michigan Banking Corporation:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78771666	RETURN CART
Registration Number:	2985436	RETURNS AREN'T JUST BOXES. THEY'RE CUSTOMERS.
Registration Number:	3053378	RETURNS MARKETING
Registration Number:	2961332	INTELLIGENT RETURNS MANAGEMENT
Registration Number:	3016417	ADVANCED RETURN NOTIFICATION
Registration Number:	2776146	NEWGISTICS
Registration Number:	2808995	RETURNVALET
Registration Number:	2801048	SMARTLABEL

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien

CH \$215.00 78771666

Address Line 1: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 NEWGISTICS
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/07/2006

Total Attachments: 5
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SECOND AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of February 14, 2006 by and between COMERICA BANK ("Bank") and NEWGISTICS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. Bank and Borrower have previously entered into that certain Amended and Restated Intellectual Property Security Agreement dated as of December 28, 2000 (the "Original Agreement"). Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2700 Via Fortuna, Suite 300
Austin, TX 78746

Attn: Chief Executive Officer

NEWGISTICS, INC.

By: William J. Rapar

Title: CEO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, CA 95131

Attn: Manager

COMERICA BANK

By: Steph P. Bitter

Title: AVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Newgistics SmartLabel documents for Manhattan Associates	TXu1199670	07/30/2004

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Method and system for processing the local return of remotely purchased products	20010032147	02/29/2000
System and method for single-action returns of remotely purchased merchandise	20010047315	03/24/2000
Local returns of remotely purchased merchandise with return code validation	20020178076	05/24/2001
Method and system using return labels with dynamically generated multiple datapoint coding	20040193436	02/10/2003
Merchandise return system with value added returns processing (data communications)	20040181310	10/30/2003
Merchandise return system with value added returns processing (dispositioning)	20040193438	02/10/20003
Reverse manifesting by returns service provider	20040194056	02/10/2003
Return centers with rules-based dispositioning of merchandise	20050137901	02/29/2000
On-line rules-based return processing	20040143518	03/26/2001
On-line merchandise return labels	20040143519	03/24/2000
Computer generated merchandise return labels with rules-based coding	20040215531	02/10/2003
Facilitating returns of merchandise purchased from other sources	6536659	11/15/2000
System and method for the customized processing of returned merchandise	TBD	12/30/2004

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
Returncart	78-771666	12/12/2005
Returns aren't just boxes. They're customers.	2985436	08/16/2005
Returns Marketing	3053378	01/31/2006
Intelligent Returns Management	2961332	06/07/2005
Advanced Return Notification	3016417	11/15/2005
Newgistics	2776146	10/21/2003
Return Valet	2808995	12/25/2000
Smart Label	2801048	12/30/2003