

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Parago, Inc. | | 02/20/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | First National Bank Southwest | | |
| Street Address: | 4500 Preston Road | | |
| City: | Frisco | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75034 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2972683 | CLICKCHOICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)745-5390 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 214.745.5400 | | |
| Email: | bgarrard@winstead.com | | |
| Correspondent Name: | Winstead PC | | |
| Address Line 1: | P.O. Box 50784 | | |
| Address Line 2: | Attn: Beverly Garrard/IP Docketing | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| NAME OF SUBMITTER: | Diane K. Lettelleir | | |
| Signature: | /Diane K. Lettelleir/ | | |
| Date: | 03/08/2007 | | |

CH \$40.00 2972683

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of 2/20/07 (as amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Parago, Inc., a Delaware corporation (the "Debtor") in favor of First National Bank Southwest, a branch of First National Bank of Omaha (the "Lender").

RECITALS:

A. The Debtor and the Lender entered into that certain Loan Agreement, dated as of December 24, 2004 (as has been and may be amended, restated, supplemented or modified from time to time, the "Loan Agreement").

B. In connection with the Loan Agreement, the Debtor executed that certain Security Agreement, dated as of December 24, 2004, in favor of the Lender (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement") securing the Obligations as described in the Security Agreement and defined in the Loan Agreement.

C. The Debtor and the Lender entered into that certain Amended and Restated Loan Agreement dated as of December 6, 2006 (as may be amended, restated, supplemented or modified from time to time, the "Amended and Restated Loan Agreement") which restructured the Loan Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms as in the Amended and Restated Loan Agreement.

D. In connection with the Amended and Restated Loan Agreement, the Debtor executed that certain Ratification and Confirmation of Security Agreement dated as of December 6, 2006 (the "Ratification").

E. In connection with the Security Agreement and the Ratification, the Debtor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Debtor to the Lender, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

Section 1. Collateral Grant of Security. Debtor hereby pledges, grants and collaterally assigns to the Lender a continuing security interest in and to all of such Debtor's right, title and interest in and to the following (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Debtor's Obligations:

(a) (i) all United States trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or

service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all United States patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Debtor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) any and all proceeds of the foregoing.

Section 2. Recordation. This Intellectual Property Security Agreement has been executed and delivered by Debtor for the purpose of recording the grant of security interest herein with the Commissioner of Patents and Trademarks. Debtor authorizes and requests that the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Amended and Restated Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Amended and Restated Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Amended and Restated Loan Agreement, the provisions of the Amended and Restated Loan Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

PARAGO, INC..

By: William Edward Woodson
Name: William Edward Woodson
Title: General Counsel

SCHEDULE 1

Trademark Registrations

Trademark: CLICKCHOICE

Owner: Debtor

Registration Number: 2972683

IC & G&S:

IC 035. US 100 101 102. G & S: Business marketing consulting services, namely, customer relationship management services for others; business marketing consulting services, namely, establishing multiple promotional items or services as options for consumers to select from as part of a promotional program; processing manufacturer's product rebates for others via a global computer network; processing manufacturer's product rebates for others; processing manufacturer's product rebates for others by allowing consumers to select a desired promotional item or service from among multiple promotion items or services as part of a promotional program; processing retailer's product rebates for others via a global computer network; processing retailer's product rebates for others; processing retailer's product rebates for others by allowing consumers to select a desired promotional item or service from among multiple promotion items or services as part of a promotional program; order fulfillment services for others; processing consumer service rebates for others via a global computer network; processing consumer service rebates for others; processing consumer service rebates for others by allowing consumers to select a desired promotional item or service from among multiple promotion items or services as part of a promotional program; promoting the goods and services of others through promotions management, namely establishing multiple promotional items or services as options for consumers to select from as part of a promotional program; computerized online retail services in the field of general consumer merchandise. FIRST USE: 20020801. FIRST USE IN COMMERCE: 20020801

IC 039. US 100 105. G & S: Packing of documents for others for shipping; packing of products for others for shipping; shipping documents for others; shipping products for others. FIRST USE: 20020801. FIRST USE IN COMMERCE: 20020801

Registration Date: 7/19/05

Country: United States

United States Non-Provisional Patent Applications

U.S. Patent Application No. 11/566,582, filed December 4, 2006, and entitled "*Rebate processing system and method offering selectable disbursement options*"