

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
GIFTCERTIFICATES.COM CORPORATION		02/28/2007	CORPORATION: VIRGINIA

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: 29

Property Type	Number	Word Mark
Registration Number:	3204075	SUPERCERTIFICATE
Registration Number:	3204074	SUPERCERTIFICATE
Registration Number:	3203875	1-800-PRESENT
Registration Number:	3169764	GIFTING RESOURCE CENTER
Registration Number:	3080708	
Registration Number:	3140039	
Serial Number:	78458426	GIFT CERTIFICATES.COM
Serial Number:	78458422	GIFT CERTIFICATES.COM
Serial Number:	78458418	GIFT CERTIFICATES.COM
Serial Number:	78458416	GIFT CERTIFICATES.COM
Serial Number:	78458412	GIFT CERTIFICATES.COM
Serial Number:	78458410	GIFT CERTIFICATES.COM
Serial Number:	78458407	GIFT CERTIFICATES.COM

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Serial Number:	78458404	GIFT CERTIFICATES.COM
Serial Number:	78458399	GIFT CERTIFICATES.COM
Serial Number:	78458396	GIFT CERTIFICATES.COM
Serial Number:	78458390	GIFT CERTIFICATES.COM
Serial Number:	78549449	GIFTING RESOURCE CENTER
Serial Number:	78472580	GIFT CIRCLE
Serial Number:	78472575	GIFT CIRCLE
Serial Number:	78472568	GIFT CIRCLE
Serial Number:	78472561	GIFT CIRCLE
Serial Number:	78472556	GIFT CIRCLE
Serial Number:	78472549	GIFT CIRCLE
Serial Number:	78458462	GIFT CERTIFICATES.COM
Serial Number:	78458457	
Serial Number:	78458454	
Serial Number:	78458453	
Serial Number:	78458448	

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
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1193 GIFTCERTIFICA
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/26/2007

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 28, 2007 by and between **COMERICA BANK** (“**Bank**”) and **GIFTCERTIFICATES.COM 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 Loan and Security Agreement by and between Bank and Grantor dated as of June 8, 2001, as amended, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of September 11, 2002, that certain Second Amendment and Waiver to Loan and Security Agreement dated as of February 10, 2003, that certain Third Amendment to Loan and Security Agreement dated as of October 9, 2003, that certain Fourth Amendment and Waiver to Loan and Security Agreement dated as of October 1, 2004, that certain Fifth Amendment and Waiver to Loan and Security Agreement dated as of April 6, 2005, that certain Sixth Amendment to Loan and Security Agreement dated as of August 10, 2005, that certain Seventh Amendment and Waiver to Loan and Security Agreement dated as of March 3, 2006, that certain Eighth Amendment and Waiver to Loan and Security Agreement dated as of August 31, 2006 and that certain Ninth Amendment and Waiver dated as of the date hereof (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 enter into the Ninth Amendment and Waiver with 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.

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 Exhibits 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:

Attn: Manager

GIFTCERTIFICATES.COM CORPORATION

By: 

Title: EMP. CEO

BANK:

COMERICA BANK

Address of Bank:

75 E. Trimble Road
MC 4470
San Jose, CA 95131

Attn: Manager

By: 

Title: VP

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Supercertificate	3,204,075	01/30/07
Supercertificate	3,204,074	01/30/07
1-800-Present	3,203,875	01/30/07
Gifting Resource Center (and design)	78/549,449	01/18/05
Gifting Resource Center (and design)	3,169,764	11/07/06
Gift Circle	78/472,580	08/24/04
Gift Circle	78/472,575	08/24/04
Gift Circle	78/472,568	08/24/04
Gift Circle	78/472,561	08/24/04
Gift Circle	78/472,556	08/24/04
Gift Circle	78/472,549	08/24/04
Giftcertificates.com	78/458,462	07/28/04
(design only)	78/458,457	07/28/04
(design only)	78/458,454	07/28/04
(design only)	78/458,453	07/28/04
(design only)	3,080,708	04/11/06
(design only)	78/458,448	07/28/04
(design only)	3,140,039	09/05/06
Giftcertificates.com (and design)	78/458,426	07/28/04
Giftcertificates.com (and design)	78/458,422	07/28/04
Giftcertificates.com (and design)	78/458,418	07/28/04
Giftcertificates.com (and design)	78/458,416	07/28/04

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Giftcertificates.com (and design)	78/458,412	07/28/04
Giftcertificates.com (and design)	78/458,410	07/28/04
Giftcertificates.com (and design)	78/458,407	07/28/04
Giftcertificates.com (and design)	78/458,404	07/28/04
Giftcertificates.com (and design)	78/458,399	07/28/04
Giftcertificates.com (and design)	78/458,396	07/28/04
Giftcertificates.com (and design)	78/458,390	07/28/04