TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/16/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vertrue Incorporated		08/16/2007	CORPORATION: DELAWARE
Velo Holdings Inc.		08/16/2007	CORPORATION: DELAWARE
Velo Acquisition Inc.		08/16/2007	CORPORATION: DELAWARE
Lavalife Inc.		08/16/2007	CORPORATION: DELAWARE
Idaptive Marketing LLC		08/16/2007	LIMITED LIABILITY COMPANY: DELAWARE
Bargain Network, Inc.		08/16/2007	CORPORATION: DELAWARE
Adaptive Marketing LLC		08/16/2007	LIMITED LIABILITY COMPANY: DELAWARE
Coverdell & Company, Inc.		08/16/2007	CORPORATION: GEORGIA
My Choice Medical Holdings, Inc.		08/16/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lehman Commercial Paper Inc.
Street Address:	745 Seventh Avenue, 25th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Serial Number:	78823546	TEXTCHATFUN
Serial Number:	78823543	SPEEDFLIRTS
Serial Number:	78602754	BROWSE2CLICK
Serial Number:	78602286	TXT2CLICK
Serial Number:	78562928	#CLICK

CH $1890.00 78823546

Serial Number:	77041260	LAVALIFE2GO
Serial Number:	76226731	
Serial Number:	76226730	
Serial Number:	76226729	
Serial Number:	76226727	LAVALIFE
Serial Number:	76324663	WHERE SINGLES CLICK
Serial Number:	76324662	WHERE SINGLES CLICK
Serial Number:	76324659	WHERE SINGLES CLICK
Serial Number:	76225694	LAVALIFE
Serial Number:	76225693	LAVALIFE
Serial Number:	76225692	LL LAVALIFE
Serial Number:	76203517	LAVALIFE
Serial Number:	76203515	LAVALIFE
Serial Number:	74554779	MANLINE
Serial Number:	74488447	THE NIGHT EXCHANGE
Serial Number:	75857116	TELEPERSONALS
Serial Number:	78864969	ADAPTIVE MARKETING LLC
Serial Number:	78864897	ADAPTIVE MARKETING LLC
Serial Number:	77118974	CREDIT DIAGNOSIS
Serial Number:	77017524	PRIVACY MATTERS
Serial Number:	77017637	GALLERIA
Serial Number:	77017606	PREMIERHEALTH PLUS
Serial Number:	77017654	SIMPLY YOU
Serial Number:	77017576	PASSPORT TO FUN
Serial Number:	77107542	NETDEGREE
Serial Number:	77107538	DEGREELOANS
Serial Number:	77020013	YOURSAVINGSCLUB
Serial Number:	77020485	24PROTECT PLUS
Serial Number:	77020001	HOMEWORKS PLUS
Serial Number:	77017681	VALUEMAX
Serial Number:	77138728	DRIFTWOOD CREDIT
Serial Number:	77169807	NEWIMAGE.COM
Serial Number:	77169800	NEWIMAGE.COM
Serial Number:	77169795	A LIFE CHANGING EXPERIENCE
Serial Number:	77142172	GET MY SAVINGS

Serial Number:	76469044	1800 BODYMONEY
Serial Number:	77126127	MY CHOICE MEDICAL, INC.
Serial Number:	77126201	IMAGE PLUS PERSONAL MAKEOVER SOFTWARE
Serial Number:	77126190	MAKEOVER CENTERS OF AMERICA.COM
Serial Number:	78401938	BARGAINNETWORK
Serial Number:	78327122	PRICE STORE
Serial Number:	78326422	BARGAIN NETWORK
Serial Number:	78324356	SHOP SMARTER
Serial Number:	78315958	DAILY REWARDS
Serial Number:	78274614	PRICE STORE
Serial Number:	78137118	DON'T GET SOLD
Serial Number:	76332783	NEVER PAY RETAIL AGAIN!
Serial Number:	76332142	BARGAIN NETWORK
Serial Number:	75926422	CENTURYDIRECT
Serial Number:	78947688	VERTRUE
Serial Number:	78947757	GET MORE OUT OF LIFE EVERY DAY.
Serial Number:	78947607	VERTRUE INCORPORATED
Serial Number:	75933990	E-PPRECIATE
Serial Number:	76493828	SURVIVING FAMILY FUND
Serial Number:	77141447	COVERDELL
Serial Number:	76129457	MYHEALTHYSAVINGS.COM
Serial Number:	76083085	HEALTHYSAVINGS.COM
Serial Number:	76219136	SIMPLE ESCAPES
Serial Number:	76116350	MYHEALTHYSAVINGS.COM
Serial Number:	76062444	FIRST FUN
Serial Number:	76354113	FORTELLIGENT
Serial Number:	76054131	MEMBERWORKS
Serial Number:	76054130	MEMBERWORKS
Serial Number:	75512616	PRIVACY PLUS
Serial Number:	75428608	VALUEMAX SHOPPING SERVICE
Serial Number:	75427428	FLY AWAY FREE USA
Serial Number:	75324991	SMART SOURCE
Serial Number:	75301491	24PROTECT
Serial Number:	76378818	LOOKS FOR LESS
Serial Number:	76448840	1-800-PHONEDOCTOR

CORRESPONDENCE DATA

Fax Number: (212)822-5442

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

Phone: 212-530-5442

Email: mkurzer@milbank.com

Correspondent Name: Michael D. Kurzer, Esq.

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Milbank, Tweed, Hadley & McCloy LLP

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	28490-24300
NAME OF SUBMITTER:	Michael D Kurzer
Signature:	/Michael D Kurzer/
Date:	10/29/2007

Total Attachments: 33

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EXECUTION COPY

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of August 16, 2007 is made by each of the signatories hereto (the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions or entities (the "First Lien Lenders"), parties to the First Lien Credit Agreement, dated as of August 16, 2007 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") among Velo Holdings Inc., a Delaware corporation ("Holdings"), Velo Acquisition Inc., a Delaware corporation (the "Initial Borrower"), Vertrue Incorporated, a Delaware corporation (the "Surviving Borrower"), the First Lien Lenders, Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, the "Administrative Agent"), the Collateral Agent, JPMorgan Chase Bank, N.A., as Syndication Agent and Lehman Brothers Inc. and J.P. Morgan Securities Inc., as Joint Lead Arrangers.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, the First Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the First Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the First Lien Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the First Lien Lenders to make their respective extensions of credit to the Borrower under the First Lien Credit Agreement that the Grantors shall have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of August 16, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "First Lien Guarantee and Collateral Agreement") to the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Administrative Agent, the Collateral Agent and the First Lien Lenders to enter into the First Lien Credit Agreement and to induce the First Lien Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Collateral Agent and the First Lien Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default in accordance with the terms of the First Lien Guarantee and Collateral Agreement, without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the First Lien Lenders to secure payment, performance and observance of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the First Lien Lenders in connection with the First Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The First Lien Guarantee and Collateral Agreement (and all rights and remedies of the First Lien Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the First Lien Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the First Lien Guarantee and Collateral Agreement, the terms of the First Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 16 day of August, 2007.

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By:_____
Name: Laurie Perper
Title: Senior Vice President

TRADEMARK
REEL: 003648 FRAME: 0795

VERTRUE INCORPORATED
as Surviving Borrower

By: _____
Name: JAMES DUFFY
Title: SECRETARY

VELO HOLDINGS INC.
as Grantor

By:_____
Name: JAMES KOVEN
Title: SECRETARY

VELO ACQUISITION INC.
as Initial Borrower

By:_____
Name: JAMES KOVEN
Title: SECRETARY

LAVALIFE INC.
as Grantor

By: _____
Name: GEORGE W.M. THOMAS
Title: SECRETARY

IDAPTIVE MARKETING LLC
as Grantor

By: _____
Name: GEORGE A. M. THOMAS
Title: SECRETARY

BARGAIN NETWORK, INC.
as Grantor

By: _____
Name: GEORGE W.M. THOMAS
Title: SECRETARY

ADAPTIVE MARKETING LLC
as Grantor

By: _____
Name: GEORGE W. M. THOMAS
Title: SECRETARY

COVERDELL & COMPANY, INC.
as Grantor

By: _____
Name: JAMES DUFFY
Title: SECRETARY

MY CHOICE MEDICAL HOLDINGS, INC.
as Grantor

By: _____
Name: GEORGE W. THOMAS
Title: SECRETARY

SCHEDULE A

TRADEMARKS, TRADEMARK APPLICATIONS and TRADEMARK LICENSES

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	TEXTCHATFUN and Design	N/A	N/A	78823546	2-26-2006	LAVALIFE INC.
UNITED STATES	SPEEDFLIRTS	N/A	N/A	78823543	2-26-2006	LAVALIFE INC.
UNITED STATES	BROWSE2CLICK	N/A	N/A	78602754	4-06-2005	LAVALIFE INC.
UNITED STATES	TXT2CLICK	N/A	N/A	78602286	4-05-2005	LAVALIFE INC.
UNITED STATES	#CLICK	3265883	7-17-07	78562928	2-08-2005	LAVALIFE INC.
UNITED STATES	LAVALIFE2GO and Design	N/A	N/A	77041260	11-10-2006	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2640778	10-22-2002	76226731	3-16-2001	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2714284	5-06-2003	76226730	3-16-2001	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2732888	7-01-2003	76226729	3-16-2001	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2633091	10-08-2002	76226727	3-16-2001	LAVALIFE INC.
UNITED STATES	WHERE SINGLES CLICK	2710049	4-22-2003	76324663	10-11-2001	LAVALIFE INC.
UNITED STATES	WHERE SINGLES CLICK	2710048	4-22-2003	76324662	10-11-2001	LAVALIFE INC.
UNITED STATES	WHERE SINGLES CLICK	2703164	4-01-2003	76324659	10-11-2001	LAVALIFE INC.
UNITED STATES	LAVALIFE and Design	2737935	7-15-2003	76225694	3-16-2001	LAVALIFE INC.
UNITED STATES	LL LAVALIFE and Design	2646965	11-05-2002	76225693	3-16-2001	LAVALIFE INC.
UNITED STATES	LL LAVALIFE and Design	2650457	11-12-2002	76225692	3-16-2001	LAVALIFE INC.
UNITED STATES	LAVALIFE	2646908	11-05-2002	76203517	2-01-2001	LAVALIFE INC.
UNITED STATES	LAVALIFE	2672951	1-07-2003	76203515	2-01-2001	LAVALIFE INC.
UNITED STATES	MANLINE	1993986	8-13-1996	74554779	7-26-1994	LAVALIFE INC.
UNITED STATES	THE NIGHT EXCHANGE	1892372	5-02-1995	74488447	2-09-1994	LAVALIFE INC.
UNITED STATES	TELEPERSONALS and Design	2452755	5-22-2001	75857116	11-24-1999	LAVALIFE INC.
UNITED STATES	ADAPTIVE MARKETING LLC	N/A	N/A	78864969	4-19-2006	ADAPTIVE MARKETING LLC
UNITED STATES	ADAPTIVE MARKETING LLC	N/A	N/A	78864897	4-19-2006	ADAPTIVE MARKETING LLC
UNITED STATES	CREDIT DIAGNOSIS	N/A	N/A	77118974	2-28-2007	ADAPTIVE MARKETING LLC

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	PRIVACY MATTERS	N/A	N/A	77017524	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	GALLERIA	N/A	N/A	77017637	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	PREMIERHEALTH PLUS	N/A	N/A	77017606	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	SIMPLY YOU	N/A	N/A	77017654	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	PASSPORT TO FUN	N/A	N/A	77017576	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	NETDEGREE	N/A	N/A	77107542	2-14-2007	ADAPTIVE MARKETING LLC
UNITED STATES	DEGREELOANS	N/A	N/A	77107538	2-14-2007	ADAPTIVE MARKETING LLC
UNITED STATES	YOURSAVINGSCLUB	N/A	N/A	77020013	10-12-2006	ADAPTIVE MARKETING LLC
UNITED STATES	24PROTECT PLUS	N/A	N/A	77020485	10-13-2006	ADAPTIVE MARKETING LLC
UNITED STATES	HOMEWORKS PLUS	N/A	N/A	77020001	10-12-2006	ADAPTIVE MARKETING LLC
UNITED STATES	VALUEMAX	N/A	N/A	77017681	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	DRIFTWOOD CREDIT	N/A	N/A	77138728	3-23-2007	ADAPTIVE MARKETING LLC
UNITED STATES	NEWIMAGE.COM AND DESIGN	N/A	N/A	77169807	5-1-2007	ADAPTIVE MARKETING LLC
UNITED STATES	NEWIMAGE.COM	N/A	N/A	77169800	5-1-2007	ADAPTIVE MARKETING LLC
UNITED STATES	A LIFE CHANGING EXPERIENCE	N/A	N/A	77169795	5-1-2007	ADAPTIVE MARKETING LLC
UNITED STATES	GET MY SAVINGS	N/A	N/A	77142172	3-28-2007	ADAPTIVE MARKETING LLC
UNITED STATES	1800BODYMONEY and Design	2842406	5-18-2004	76469044	11-21-2002	MY CHOICE MEDICAL HOLDINGS, INC.

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	MY CHOICE MEDICAL, INC. and Design	N/A	N/A	77126127	3-8-2007	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	IMAGE PLUS PERSONAL MAKEOVER SOFTWARE	N/A	N/A	77126201	3-8-2007	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	MAKEOVER CENTERS OF AMERICA.COM and Design	N/A	N/A	77126190	3-8-2007	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	BARGAINNETWORK	2988363	8-23-2005	78401938	4-14-2004	BARGAIN NETWORK, INC.
UNITED STATES	PRICE STORE	2937885	4-05-2005	78327122	11-12-2003	BARGAIN NETWORK, INC.
UNITED STATES	BARGAIN NETWORK	2988351	8-23-2005	78326422	11-11-2003	BARGAIN NETWORK, INC.
UNITED STATES	SHOP SMARTER	2939835	4-12-2005	78324356	11-06-2003	BARGAIN NETWORK, INC.
UNITED STATES	DAILY REWARDS	2945953	5-03-2005	78315958	10-20-2003	BARGAIN NETWORK, INC.
UNITED STATES	PRICE STORE and Design	2897277	10-26-2004	78274614	7-15-2003	BARGAIN NETWORK, INC.
UNITED STATES	DON'T GET SOLD	2936769	3-29-2005	78137118	6-19-2002	BARGAIN NETWORK, INC.
UNITED STATES	NEVER PAY RETAIL AGAIN!	2615169	9-03-2002	76332783	10-30-2001	BARGAIN NETWORK, INC.
UNITED STATES	BARGAIN NETWORK and Design	2815445	2-17-2004	76332142	10-30-2001	BARGAIN NETWORK, INC.
UNITED STATES	CENTURYDIRECT	2447748	5-1-2001	75926422	2-23-2000	BARGAIN NETWORK, INC.
UNITED STATES	VERTRUE and Design	N/A	N/A	78947688	8-08-2006	VERTRUE INCORPORATED
UNITED STATES	GET MORE OUT OF LIFE EVERY DAY.	N/A	N/A	78947757	8-08-2006	VERTRUE INCORPORATED
UNITED STATES	VERTRUE INCORPORATED	N/A	N/A	78947607	8-08-2006	VERTRUE INCORPORATED
UNITED STATES	E-PPRECIATE	2611364	8-27-2002	75933990	2-22-2000	COVERDELL & COMPANY, INC.
UNITED STATES	SURVIVING FAMILY FUND	2928174	2-22-2005	76493828	3-03-2003	COVERDELL & COMPANY, INC.
UNITED STATES	COVERDELL AND DESIGN	N/A	N/A	77141447	3-27-2007	COVERDELL & COMPANY, INC.
UNITED STATES	MYHEALTHYSAVINGS.COM and Design	2608111	8-13-2002	76129457	9-15-2000	ADAPTIVE MARKETING LLC
UNITED STATES	HEALTHYSAVINGS.COM and Design	2568309	5-07-2002	76083085	7-05-2002	ADAPTIVE MARKETING LLC

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	SIMPLE ESCAPES	2725236	6-10-2003	76219136	3-02-2001	ADAPTIVE MARKETING LLC
UNITED STATES	MYHEALTHYSAVINGS.COM	2629068	10-01-2002	76116350	8-24-2000	ADAPTIVE MARKETING LLC
UNITED STATES	FIRST FUN	2605543	8-06-2002	76062444	6-05-2000	ADAPTIVE MARKETING LLC
UNITED STATES	FORTELLIGENT	2735491	7-8-2003	76354113	12-31-01	ADAPTIVE MARKETING LLC
UNITED STATES	MEMBERWORKS and Design	2457259	6-05-2001	76054131	5-23-2000	ADAPTIVE MARKETING LLC
UNITED STATES	MEMBERWORKS	2455271	5-29-2001	76054130	5-23-2000	ADAPTIVE MARKETING LLC
UNITED STATES	PRIVACY PLUS	2591915	7-09-2002	75512616	7-02-1998	ADAPTIVE MARKETING LLC
UNITED STATES	VALUEMAX SHOPPING SERVICE	2495237	10-09-2001	75428608	2-03-1998	ADAPTIVE MARKETING LLC
UNITED STATES	FLY AWAY FREE USA	2417914	1-02-2001	75427428	2-02-1998	ADAPTIVE MARKETING LLC
UNITED STATES	SMART SOURCE	2697997	3-18-2003	75324991	7-15-1997	ADAPTIVE MARKETING LLC
UNITED STATES	24PROTECT	2393829	10-10-2000	75301491	6-02-1997	ADAPTIVE MARKETING LLC
UNITED STATES	LOOKS FOR LESS	2654409	11-26-2002	76378818	3-7-2002	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	1-800-PHONEDOCTOR and Design	2918370	1-18-2005	76448840	9-12-2002	MY CHOICE MEDICAL HOLDINGS, INC.

UNREGISTERED TRADEMARKS

User	Trademark
Bargain Network, Inc.	Bargain Network Motors
Bargain Network, Inc.	Bargain Network Autos

EXECUTION COPY

GRANT OF
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of August 16, 2007 is made by each of the signatories hereto (the "Grantors"), in favor of LEHMAN COMMERCIAL PAPER INC., as Collateral Agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions or entities (the "Second Lien Lenders"), parties to the Second Lien Credit Agreement, dated as of August 16, 2007 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among Velo Holdings Inc., a Delaware corporation ("Holdings"), Velo Acquisition Inc., a Delaware corporation (the "Initial Borrower"), Vertrue Incorporated, a Delaware corporation (the "Surviving Borrower"), the Second Lien Lenders, Lehman Commercial Paper Inc., as Administrative Agent (in such capacity, the "Administrative Agent"), the Collateral Agent, JPMorgan Chase Bank, N.A., as Syndication Agent and Lehman Brothers Inc. and J.P. Morgan Securities Inc., as Joint Lead Arrangers.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, the Second Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Second Lien Credit Agreement will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Second Lien Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Second Lien Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that the Grantors shall have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 16, 2007, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement") to the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Administrative Agent, the Collateral Agent and the Second Lien Lenders to enter into the Second Lien Credit Agreement and to induce the Second Lien Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Collateral Agent and the Second Lien Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default in accordance with the terms of the Second Lien Guarantee and Collateral Agreement, without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Collateral Agent and the Second Lien Lenders to secure payment, performance and observance of the Borrower Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Second Lien Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Second Lien Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Second Lien Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this ___ day of August, 2007.

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By:_____
Name: Laurie Perper
Title: Senior Vice President

TRADEMARK
REEL: 003648 FRAME: 0811

VERTRUE INCORPORATED
as Surviving Borrower

By: _____
Name: JAMES DUFFY
Title: SECRETARY

VELO HOLDINGSINC.
as Grantor

By:_____
Name: JAMES KOVEN
Title: SECRETARY

VELO ACQUISITION INC.
as Initial Borrower

By: _____
Name: JAMES KOVEN
Title: SECRETARY

LAVALIFE INC.
as Grantor

By: _____
Name: GEORGE W. M. THOMAS
Title: SECRETARY

IDAPTIVE MARKETING LLC
as Grantor

By: _____
Name: GEORGE W. M. THOMAS
Title: SECRETARY

ADAPTIVE MARKETING LLC
as Grantor

By: _____
Name: GEORGE W. M. THOMAS
Title: SECRETARY

BARGAIN NETWORK, INC.
as Grantor

By: _____
Name: GEORGE W.M. THOMAS
Title: SECRETARY

COVERDELL & COMPANY, INC.
as Grantor

By: _____
Name: JAMES DUFFY
Title: SECRETARY

MY CHOICE MEDICAL HOLDINGS, INC.
as Grantor

By: _____
Name: GEORGE WM. THOMAS
Title: SECRETARY

TRADEMARK
REEL: 003648 FRAME: 0820

SCHEDULE A

TRADEMARKS, TRADEMARK APPLICATIONS and TRADEMARK LICENSES

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	TEXTCHATFUN and Design	N/A	N/A	78823546	2-26-2006	LAVALIFE INC.
UNITED STATES	SPEEDFLIRTS	N/A	N/A	78823543	2-26-2006	LAVALIFE INC.
UNITED STATES	BROWSE2CLICK	N/A	N/A	78602754	4-06-2005	LAVALIFE INC.
UNITED STATES	TXT2CLICK	3265883	7-17-07	78602286	4-05-2005	LAVALIFE INC.
UNITED STATES	#CLICK	N/A	N/A	78562928	2-08-2005	LAVALIFE INC.
UNITED STATES	LAVALIFE2GO and Design	N/A	N/A	77041260	11-10-2006	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2640778	10-22-2002	76226731	3-16-2001	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2714284	5-06-2003	76226730	3-16-2001	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2732888	7-01-2003	76226729	3-16-2001	LAVALIFE INC.
UNITED STATES	Design Only (Loops re: LAVALIFE)	2633091	10-08-2002	76226727	3-16-2001	LAVALIFE INC.
UNITED STATES	WHERE SINGLES CLICK	2710049	4-22-2003	76324663	10-11-2001	LAVALIFE INC.
UNITED STATES	WHERE SINGLES CLICK	2710048	4-22-2003	76324662	10-11-2001	LAVALIFE INC.
UNITED STATES	WHERE SINGLES CLICK	2703164	4-01-2003	76324659	10-11-2001	LAVALIFE INC.
UNITED STATES	LAVALIFE and Design	2737935	7-15-2003	76225694	3-16-2001	LAVALIFE INC.
UNITED STATES	LL LAVALIFE and Design	2646965	11-05-2002	76225693	3-16-2001	LAVALIFE INC.
UNITED STATES	LL LAVALIFE and Design	2650457	11-12-2002	76225692	3-16-2001	LAVALIFE INC.
UNITED STATES	LAVALIFE	2646908	11-05-2002	76203517	2-01-2001	LAVALIFE INC.
UNITED STATES	LAVALIFE	2672951	1-07-2003	76203515	2-01-2001	LAVALIFE INC.
UNITED STATES	MANLINE	1993986	8-13-1996	74554779	7-26-1994	LAVALIFE INC.
UNITED STATES	THE NIGHT EXCHANGE	1892372	5-02-1995	74488447	2-09-1994	LAVALIFE INC.
UNITED STATES	TELEPERSONALS and Design	2452755	5-22-2001	75857116	11-24-1999	LAVALIFE INC.
UNITED STATES	ADAPTIVE MARKETING LLC	N/A	N/A	78864969	4-19-2006	ADAPTIVE MARKETING LLC
UNITED STATES	ADAPTIVE MARKETING LLC	N/A	N/A	78864897	4-19-2006	ADAPTIVE MARKETING LLC
UNITED STATES	CREDIT DIAGNOSIS	N/A	N/A	77118974	2-28-2007	ADAPTIVE MARKETING LLC

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	PRIVACY MATTERS	N/A	N/A	77017524	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	GALLERIA	N/A	N/A	77017637	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	PREMIERHEALTH PLUS	N/A	N/A	77017606	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	SIMPLY YOU	N/A	N/A	77017654	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	PASSPORT TO FUN	N/A	N/A	77017576	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	NETDEGREE	N/A	N/A	77107542	2-14-2007	ADAPTIVE MARKETING LLC
UNITED STATES	DEGREELOANS	N/A	N/A	77107538	2-14-2007	ADAPTIVE MARKETING LLC
UNITED STATES	YOURSAVINGSCLUB	N/A	N/A	77020013	10-12-2006	ADAPTIVE MARKETING LLC
UNITED STATES	24PROTECT PLUS	N/A	N/A	77020485	10-13-2006	ADAPTIVE MARKETING LLC
UNITED STATES	HOMEWORKS PLUS	N/A	N/A	77020001	10-12-2006	ADAPTIVE MARKETING LLC
UNITED STATES	VALUEMAX	N/A	N/A	77017681	10-10-2006	ADAPTIVE MARKETING LLC
UNITED STATES	DRIFTWOOD CREDIT	N/A	N/A	77138728	3-23-2007	ADAPTIVE MARKETING LLC
UNITED STATES	NEWIMAGE.COM AND DESIGN	N/A	N/A	77169807	5-1-2007	ADAPTIVE MARKETING LLC
UNITED STATES	NEWIMAGE.COM	N/A	N/A	77169800	5-1-2007	ADAPTIVE MARKETING LLC
UNITED STATES	A LIFE CHANGING EXPERIENCE	N/A	N/A	77169795	5-1-2007	ADAPTIVE MARKETING LLC
UNITED STATES	GET MY SAVINGS	N/A	N/A	77142172	3-28-2007	ADAPTIVE MARKETING LLC
UNITED STATES	1800BODYMONEY and Design	2842406	5-18-2004	76469044	11-21-2002	MY CHOICE MEDICAL HOLDINGS, INC.

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	MY CHOICE MEDICAL, INC. and Design	N/A	N/A	77126127	3-8-2007	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	IMAGE PLUS PERSONAL MAKEOVER SOFTWARE	N/A	N/A	77126201	3-8-2007	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	MAKEOVER CENTERS OF AMERICA.COM and Design	N/A	N/A	77126190	3-8-2007	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	BARGAINNETWORK	2988363	8-23-2005	78401938	4-14-2004	BARGAIN NETWORK, INC.
UNITED STATES	PRICE STORE	2937885	4-05-2005	78327122	11-12-2003	BARGAIN NETWORK, INC.
UNITED STATES	BARGAIN NETWORK	2988351	8-23-2005	78326422	11-11-2003	BARGAIN NETWORK, INC.
UNITED STATES	SHOP SMARTER	2939835	4-12-2005	78324356	11-06-2003	BARGAIN NETWORK, INC.
UNITED STATES	DAILY REWARDS	2945953	5-03-2005	78315958	10-20-2003	BARGAIN NETWORK, INC.
UNITED STATES	PRICE STORE and Design	2897277	10-26-2004	78274614	7-15-2003	BARGAIN NETWORK, INC.
UNITED STATES	DON'T GET SOLD	2936769	3-29-2005	78137118	6-19-2002	BARGAIN NETWORK, INC.
UNITED STATES	NEVER PAY RETAIL AGAIN!	2615169	9-03-2002	76332783	10-30-2001	BARGAIN NETWORK, INC.
UNITED STATES	BARGAIN NETWORK and Design	2815445	2-17-2004	76332142	10-30-2001	BARGAIN NETWORK, INC.
UNITED STATES	CENTURYDIRECT	2447748	5-1-2001	75926422	2-23-2000	BARGAIN NETWORK, INC.
UNITED STATES	VERTRUE and Design	N/A	N/A	78947688	8-08-2006	VERTRUE INCORPORATED
UNITED STATES	GET MORE OUT OF LIFE EVERY DAY.	N/A	N/A	78947757	8-08-2006	VERTRUE INCORPORATED
UNITED STATES	VERTRUE INCORPORATED	N/A	N/A	78947607	8-08-2006	VERTRUE INCORPORATED
UNITED STATES	E-PPRECIATE	2611364	8-27-2002	75933990	2-22-2000	COVERDELL & COMPANY, INC.

JURISDICTION	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	APPLICATION DATE	RECORD OWNER
UNITED STATES	SURVIVING FAMILY FUND	2928174	2-22-2005	76493828	3-03-2003	COVERDELL & COMPANY, INC.
UNITED STATES	COVERDELL AND DESIGN	N/A	N/A	77141447	3-27-2007	COVERDELL & COMPANY, INC.
UNITED STATES	MYHEALTHYSAVINGS.COM and Design	2608111	8-13-2002	76129457	9-15-2000	ADAPTIVE MARKETING LLC
UNITED STATES	HEALTHYSAVINGS.COM and Design	2568309	5-07-2002	76083085	7-05-2002	ADAPTIVE MARKETING LLC
UNITED STATES	SIMPLE ESCAPES	2725236	6-10-2003	76219136	3-02-2001	ADAPTIVE MARKETING LLC
UNITED STATES	MYHEALTHYSAVINGS.COM	2629068	10-01-2002	76116350	8-24-2000	ADAPTIVE MARKETING LLC
UNITED STATES	FIRST FUN	2605543	8-06-2002	76062444	6-05-2000	ADAPTIVE MARKETING LLC
UNITED STATES	FORTELLIGENT	2735491	7-8-2003	76354113	12-31-01	ADAPTIVE MARKETING LLC
UNITED STATES	MEMBERWORKS and Design	2457259	6-05-2001	76054131	5-23-2000	ADAPTIVE MARKETING LLC
UNITED STATES	MEMBERWORKS	2455271	5-29-2001	76054130	5-23-2000	ADAPTIVE MARKETING LLC
UNITED STATES	PRIVACY PLUS	2591915	7-09-2002	75512616	7-02-1998	ADAPTIVE MARKETING LLC
UNITED STATES	VALUEMAX SHOPPING SERVICE	2495237	10-09-2001	75428608	2-03-1998	ADAPTIVE MARKETING LLC
UNITED STATES	FLY AWAY FREE USA	2417914	1-02-2001	75427428	2-02-1998	ADAPTIVE MARKETING LLC
UNITED STATES	SMART SOURCE	2697997	3-18-2003	75324991	7-15-1997	ADAPTIVE MARKETING LLC
UNITED STATES	24PROTECT	2393829	10-10-2000	75301491	6-02-1997	ADAPTIVE MARKETING LLC
UNITED STATES	LOOKS FOR LESS	2654409	11-26-2002	76378818	3-7-2002	MY CHOICE MEDICAL HOLDINGS, INC.
UNITED STATES	1-800-PHONEDOCTOR and Design	2918370	1-18-2005	76448840	9-12-2002	MY CHOICE MEDICAL HOLDINGS, INC.

UNREGISTERED TRADEMARKS

User	Trademark
Bargain Network, Inc.	Bargain Network Motors
Bargain Network, Inc.	Bargain Network Autos