

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GIFTCERTIFICATES.COM CORPORATION		02/28/2007	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	75 E. Trimble Road		
<b>Internal Address:</b>	MC 4770		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	Texas Banking Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77265949	WHITEBOX	
<b>Serial Number:</b>	77265954	WHITE BOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley Godward Kronish LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1193 GIFTCERT.COM		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		

**CH \$65.00 77265949**

Signature:	/Erin O'Brien/
Date:	04/29/2008
<b>Total Attachments: 6</b> source=GiftCertificates (Borrower) signed IPSA updated Apr 08#page1.tif source=GiftCertificates (Borrower) signed IPSA updated Apr 08#page2.tif source=GiftCertificates (Borrower) signed IPSA updated Apr 08#page3.tif source=GiftCertificates (Borrower) signed IPSA updated Apr 08#page4.tif source=GiftCertificates (Borrower) signed IPSA updated Apr 08#page5.tif source=GiftCertificates (Borrower) signed IPSA updated Apr 08#page6.tif	

## 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: EM - CFO

BANK:

COMERICA BANK

Address of Bank:

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

Attn: Manager

By: 

Title: VP

**EXHIBIT A**

**Copyrights**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue/ Application Date</b>
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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

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
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
Whitebox (and design)	77/265,949	08/28/07
White Box	77/265,954	08/28/07