

**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>
Bill Me Later, Inc.		12/31/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citigroup Global Markets Realty Corp.		
<b>Street Address:</b>	390 Greenwich Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77216434	QUICKPATH	
<b>Serial Number:</b>	77216988	WHY NOW WHEN YOU CAN LATER	
<b>Serial Number:</b>	77329021	THE ONLINE EXPRESS LANE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)471-4094		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	412-471-8815		
<b>Email:</b>	webblaw@webblaw.com		
<b>Correspondent Name:</b>	Kent E. Baldauf, Jr.		
<b>Address Line 1:</b>	436 Seventh Avenue		
<b>Address Line 2:</b>	700 Koppers Building		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	072326; 072327 & 074217		
<b>NAME OF SUBMITTER:</b>	Kent E. Baldauf, Jr., Reg. No. 36,082		

OP \$90.00 77216434

Signature:

/KEBjr/

Date:

05/06/2008

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated December 31, 2007, is made by the Person listed on the signature page hereof (the "New Grantor") in favor of Citigroup Global Markets Realty Corp. ("Citigroup"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Bill Me Later, Inc., formerly known as I4 Commerce Inc., a Delaware corporation, has entered into a Credit Agreement dated as of October 26, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Citigroup, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated as of October 26, 2006, made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated as of October 26, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, pursuant to the Credit Agreement, the New Grantor has executed and delivered that certain Security Agreement Supplement dated as of the date hereof, made by the New Grantor to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement Supplement").

WHEREAS, under the terms of the Security Agreement Supplement, the New Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the New Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The New Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such New Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in

which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such New Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the New Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the New Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement Supplement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement Supplement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the New Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BILL ME LATER, INC.**

By: 

Name: Steven A. Burleson

Title: CFO

Address for Notices:  
9690 Deereco Road, Suite 705  
Timonium, MD 21093

Schedule A  
to the IP Security Agreement Supplement

PATENTS

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Bill Me Later, Inc.	Distributed System and Method for Commerce	US	11/799,667	5/02/2007	n/a

Schedule B  
to the IP Security Agreement Supplement

TRADEMARKS

Grantor	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Bill Me Later, Inc.	US	QuickPath	n/a	77/216,434	6/27/2007	n/a
Bill Me Later, Inc.	US	Why Now When You Can Later	n/a	77/216,988	6/27/2007	n/a
Bill Me Later, Inc.	US	The Online Express Lane	n/a	77/329,021	11/14/2007	n/a

**Schedule C**  
**to the IP Security Agreement Supplement**

**COPYRIGHTS**

<b>Grantor</b>	<b>Country</b>	<b>Title</b>	<b>Reg. No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Issue Date</b>
Bill Me Later, Inc.	US	<a href="http://www.shopping.billmelater.com">www.shopping.billmelater.com</a>	Pending registration			
Bill Me Later, Inc.	US	<a href="http://www.corporate.billmelater.com">www.corporate.billmelater.com</a>	Pending Registration			

[IP Security Agreement Supplement]

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**RECORDED: 05/06/2008**

**TRADEMARK**  
**REEL: 003772 FRAME: 0418**