

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIFT MEDIA, INC.		05/27/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ABLECO FINANCE LLC		
<b>Street Address:</b>	299 Park Avenue, 23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10171		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77253708	CHECKOUTFREE	
<b>Serial Number:</b>	77268852	DON'T WANT TO PAY?	
<b>Serial Number:</b>	77253698	LIFT MEDIA	
<b>Serial Number:</b>	77268845	PAY BY TRYING SOMETHING ELSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2136835698		
<b>Email:</b>	minettetayco@paulhastings.com		
<b>Correspondent Name:</b>	Minette M. Tayco		
<b>Address Line 1:</b>	515 S. Flower Street, 25th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	45140.00124		
<b>NAME OF SUBMITTER:</b>	Minette M. Tayco		

**CH \$115.00 77253708**

Signature:	/Minette M. Tayco/
Date:	06/03/2008
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of May, 2008, between LIFT MEDIA, INC. ("New Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors and assigns, "Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Financing Agreement dated as of May 12, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among WebLoyalty Holdings, Inc., a Delaware corporation ("Parent"), webloyalty.com, inc., a Delaware corporation (the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders that are, from time to time, parties thereto (each a "Lender" and collectively, the "Lenders"), the Collateral Agent, and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent", and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that New Grantor shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Supplement No. 1, dated of even date herewith, by and between New Guarantor and Collateral Agent, to that certain Security Agreement, dated as of May 12, 2005, among the Grantors listed on the signature pages thereto and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, New Grantor is required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. New Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of New Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all extensions and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by New Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by New Grantor to any Agent, the Lender Group, or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving New Grantor.

4. SECURITY AGREEMENT. The security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to this Trademark Security Agreement are granted in conjunction with and pursuant to the Security Agreement. New Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The security interest granted pursuant to this Trademark Security Agreement is and shall be deemed to be one and the same as the Security Interest granted pursuant to the Security Agreement.

5. AUTHORIZATION TO SUPPLEMENT. If New Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. New Grantor shall give notice to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting New Grantor's obligations under this Section 5, New Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such New Trademark rights of New Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

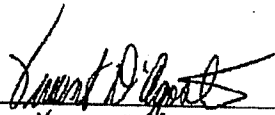
7. Governing Law. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows.]

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

NEW GRANTOR:

LIFT MEDIA, INC.,  
a Delaware corporation

By:   
Name: *Vincent D. DiGiustino*  
Title: *President*

COLLATERAL AGENT:

ABLECO FINANCE LLC,  
a Delaware limited liability  
company, as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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

NEW GRANTOR:

LIFT MEDIA, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

COLLATERAL AGENT:

ABLECO FINANCE LLC,  
a Delaware limited liability  
company, as Collateral Agent

By: \_\_\_\_\_  
Name: Daniel Wolf  
Title: President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Lift Media, Inc.	United States	CHECKOUTFREE	77/253,708	August 13, 2007
Lift Media, Inc.	United States	DON'T WANT TO PAY?	77/268,852	August 30, 2007
Lift Media, Inc.	United States	LIFT MEDIA	77/253,698	August 13, 2007
Lift Media, Inc.	United States	PAY BY TRYING SOMETHING ELSE	77/268,845	August 30, 2007

Doc#: US1:5216814v5

RECORDED: 06/03/2008

TRADEMARK  
REEL: 003788 FRAME: 0143