

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
Bill Me Later, Inc.	FORMERLY I4 Commerce Inc.	09/09/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Citibank, N.A.
Street Address:	388 Greenwich Street
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2583715	BILL ME LATER
Registration Number:	3333091	BILL ME LATER
Registration Number:	2862416	BUY FAST. FEEL SECURE.
Registration Number:	2976701	IOU
Registration Number:	2976700	PUT IT ON MY TAB
Registration Number:	3036113	CHARGE ME
Registration Number:	3038283	MY WAY TO PAY
Registration Number:	3101433	PAYCAPTURE
Registration Number:	3103963	GREAT MERCHANTS. GREAT OFFERS. GREAT CHOICE.
Registration Number:	3104245	PUT IT ON MY BILL
Registration Number:	3146594	BUY FAST. FEEL SECURE. PAY LATER.
Registration Number:	3225370	BML
Registration Number:	3240618	INSIGHT SOLUTIONS

OP \$640.00 2583715

Registration Number:	3331222	CONSUMER INSIGHT SOLUTIONS
Registration Number:	3243012	CUSTOMER INSIGHT SOLUTIONS
Registration Number:	3235067	KNOW HOW AT THE POINT OF SALE
Registration Number:	3235130	KNOW HOW AT THE POINT OF SALE
Serial Number:	78685773	IIII
Registration Number:	3353938	WE'VE GOT YOU COVERED
Registration Number:	3193650	NO WALLET. NO WAIT. NO WORRIES
Registration Number:	3336892	SHOP NAKED
Registration Number:	3451537	PERSONAL BILLING
Serial Number:	77216434	QUICKPATH
Serial Number:	77216988	WHY NOW WHEN YOU CAN LATER
Serial Number:	77329021	THE ONLINE EXPRESS LANE

CORRESPONDENCE DATA

Fax Number: (412)471-4094
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-471-8815
Email: webblaw@webblaw.com
Correspondent Name: Kent E. Baldauf, Jr.
Address Line 1: The Webb Law Firm
Address Line 2: 700 Koppers Building
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	3805-073512
NAME OF SUBMITTER:	Kent E. Baldauf, Jr., Reg. No. 36,082
Signature:	/KEBjr/
Date:	09/18/2008

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of September 9, 2008, is made by Bill Me Later, Inc. (the "Grantor") in favor of Citibank, N.A. ("Citibank"), as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Bill Me Later, Inc., a Delaware corporation, has entered into a Credit Agreement, dated as of December 10, 2007, as amended by the Omnibus Amendment (the "Omnibus Amendment"), dated as of September 9, 2008 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with BML Funding LLC, as Borrower, Citibank, as Administrative Agent and Collateral Agent for the Lenders, and as a Lender. Terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Omnibus Amendment and the making of Loans under the Credit Agreement (as amended by the Omnibus Amendment), the Grantor has executed and delivered that certain Security Agreement dated as of September 9, 2008, made by the Grantor in favor of the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement 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 Grantor agrees as follows:

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

(a) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(b) 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");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(d) 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 the Grantor accruing thereunder or pertaining thereto;

(e) 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

(f) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all Obligations of the 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement 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: STEVE BURESON

Title: CEO

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

APPROVED
Bill Me Later, Inc. Legal Department
9/5/08 BS/MLC
Date Initials

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 003855 FRAME: 0882

Schedule A
to the Intellectual Property Security Agreement

PATENTS

Grantor	Patent Titles	Country	Application/Serial No.	Filing Date	Issue Date
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	US	10/470,223	23-Jul-03	n/a
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	CAN	2437507	7-Feb-02	n/a
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	EU	02 714 853.5	7-Feb-02	n/a
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	India	209471	7-Feb-02	31-Aug-07
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	AU	2002247093	7-Feb-02	n/a
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	WIPO	PCT/US2002/03743	7-Feb-02	n/a
GoPin	Method and System for Completing a Transaction Between a Customer and a Merchant	US	10/470,223	23-Jul-03	n/a
Bill Me Later, Inc.	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	WIPO	PCT/US2004/005444	23-Feb-04	n/a
Bill Me Later, Inc.	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	US	10/590,162	21-Aug-06	n/a

Grantor	Patent Titles	Country	Application/Serial No.	Filing Date	Issue Date
Bill Me Later, Inc.	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	AU	2004316986	23-Feb-04	n/a
Bill Me Later, Inc.	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	CAN		23-Feb-04	n/a
Bill Me Later, Inc.	Computer-Implemented Method, System and Apparatus for the Dynamic Verification of a Consumer Engaged in a Transaction with a Merchant and Authorization of the Transaction	India	1030/MUMNP/2006	23-Feb-04	n/a
Bill Me Later, Inc.	Method, System and Apparatus for Providing a Variable Credit Account to a Consumer	WIPO	PCT/US2004/015423	18-May-04	n/a
Bill Me Later, Inc.	Method, System and Apparatus for Providing a Variable Credit Account to a Consumer	CAN	05421991	18-May-04	n/a
Bill Me Later, Inc.	Method, System and Apparatus for Providing a Variable Credit Account to a Consumer	US	11/596,657	16-Nov-06	n/a
Bill Me Later, Inc.	Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	WIPO	PCT/US2005/02400	25-Jan-05	n/a
Bill Me Later, Inc.	Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	US	11/813,708	9-Jan-08	n/a
Bill Me Later, Inc.	Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	AU	2005325726	25-Jan-05	n/a
Bill Me Later, Inc.	Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	CAN	2,594,881	25-Jan-05	n/a

Grantor	Patent Titles	Country	Application/Serial No.	Filing Date	Issue Date
Bill Me Later, Inc.	Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	India	2959/KOL NP/2007	25-Jan-05	n/a
Bill Me Later, Inc.	Consumer Processing System and Method	WIPO	PCT/US2006/013729	10-Apr-06	n/a
Bill Me Later, Inc.	Consumer Processing System and Method	US	11/102,986	11-Apr-05	n/a
Bill Me Later, Inc.	Consumer Processing System and Method	AU	2006282076	10-Apr-06	n/a
Bill Me Later, Inc.	Method of Extending Credit to at Least One Consumer and Method of Processing a Transaction Between a Consumer and a Merchant	WIPO	PCT/2006/012721	6-Apr-06	n/a
Bill Me Later, Inc.	Method of Extending Credit to at Least One Consumer and Method of Processing a Transaction Between a Consumer and a Merchant	US	11/102,940	11-Apr-05	n/a
Bill Me Later, Inc.	Method of Extending Credit to at Least One Consumer and Method of Processing a Transaction Between a Consumer and a Merchant	CAN	2,604,914	6-Apr-06	n/a
Bill Me Later, Inc.	Method of Extending Credit to at Least One Consumer and Method of Processing a Transaction Between a Consumer and a Merchant	India	4334/KOLNP/2007	6-Apr-06	n/a
Bill Me Later, Inc.	Method and System for Risk Management in a Transaction	WIPO	PCT/2006/012474	4-Apr-06	n/a
Bill Me Later, Inc.	Method and System for Risk Management in a Transaction	US	11/102,941	11-Apr-05	n/a
Bill Me Later, Inc.	Method and System for Identification Verification Between at Least a Pair of Entities	US	11/651,142	9-Jan-07	n/a
Bill Me Later, Inc.	Method and System for Determining Transactional Data Between a Consumer and a Merchant Engaged in a Purchase Transaction	US	11/651,143	9-Jan-07	n/a
Bill Me Later, Inc.	Method and System for Offering a Credit Product by a Credit Issuer to a Consumer at a Point-of-Sale	US	11/651,141	9-Jan-07	n/a
Bill Me Later, Inc.	Method and System for Engaging in a Transaction Between a Consumer and a Merchant	US	11/710,883	26-Feb-07	n/a

Grantor	Patent Titles	Country	Application/Serial No.	Filing Date	Issue Date
Bill Me Later, Inc.	Method and System for Engaging in a Transaction Between a Consumer and a Merchant	CAN	2,621,356	15-Feb-08	n/a
Bill Me Later, Inc.	Method and System for Engaging in a Transaction Between a Consumer and a Merchant	India	221/KOL/2008	7-Feb-08	n/a
Bill Me Later, Inc.	Distributed System and Method For Commerce	US	11/799,667	2-May-07	n/a
Bill Me Later, Inc.	Distributed System and Method For Commerce	AU	2008201859	28-Apr-08	n/a
Bill Me Later, Inc.	Distributed System and Method For Commerce	CAN	2,631,178	30-Apr-08	n/a
Bill Me Later, Inc.	Method and System for Verifying an Electronic Transaction	US	11/710,784	26-Feb-07	n/a
Bill Me Later, Inc.	Method and System for Verifying an Electronic Transaction	AU	2008200569	7-Feb-08	n/a
Bill Me Later, Inc.	Method and System for Verifying an Electronic Transaction	CAN	2,621,762	19-Feb-08	n/a
Bill Me Later, Inc.	Method and System for Verifying an Electronic Transaction	India	315/KOL/2008	21-Feb-08	n/a
Bill Me Later, Inc.	Method and System for Engaging in a Transaction Between a Business Entity and a Merchant	US	12/142,329	19-Jun-08	n/a
Bill Me Later, Inc.	Method and System for Facilitating a Transaction	US	12/142,387	19-Jun-08	n/a

Schedule B
to the Intellectual Property Security Agreement

TRADEMARKS

Grantor	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
GoPin Inc.	Mex	GoPin	701197			31-May-01
GoPin Inc.	Mex	GoPin	642,756			23-Feb-00
GoPin Inc.	AU	GoPin	817,729			25-Jan-01
GoPin Inc.	EU	GoPin	1372689		5-Nov-99	17-Nov-00
GoPin Inc.	EU	GoPin & Design	1608454		4-Apr-06	7-Nov-01
GoPin Inc.	EU	PinBucks	1888197		4-Oct-00	22-Nov-01
Bill Me Later, Inc.	US	Bill Me Later	2,583,715		31-Jan-01	18-Jun-02
Bill Me Later, Inc.	CAN	Bill Me Later	TMA 608,264		23-Mar-01	22-Apr-04
Bill Me Later, Inc.	EU	Bill Me Later	2437745		5-Nov-01	22-Jan-03
Bill Me Later, Inc.	US	Bill Me Later & Checkmark Design	3,333,091		1-Aug-03	13-Nov-07
Bill Me Later, Inc.	CAN	Bill Me Later & Checkmark Design	TMA 694,140		2-Feb-04	15-Aug-07
Bill Me Later, Inc.	EU	Bill Me Later & Checkmark Design	3644572		2-Feb-04	31-Aug-07
Bill Me Later, Inc.	US	Buy Fast. Feel Secure.	2,862,416		1-Aug-03	13-Jul-04
Bill Me Later, Inc.	US	IOU	2,976,701		9-Jul-01	26-Jul-05
Bill Me Later, Inc.	US	Put it on my Tab	2,976,700		9-Jul-01	26-Jul-05
Bill Me Later, Inc.	US	Charge Me	3,035,113		9-Jul-01	27-Dec-05
Bill Me Later, Inc.	US	My Way To Pay	3,038,238		5-Aug-02	3-Jan-06
Bill Me Later, Inc.	US	Pay Capture	3,101,433		5-Aug-02	6-Jun-06
Bill Me Later, Inc.	US	Great Merchants. Great Offers. Great Choice.	3,103,963		1-Jul-05	13-Jun-06
Bill Me Later, Inc.	US	Put It On My Bill	3,104,245		28-Aug-01	3-Jun-06
Bill Me Later, Inc.	US	Buy Fast. Feel Secure. Pay Later.	3,146,594		18-Oct-04	19-Sep-06
Bill Me Later, Inc.	US	BML	3,225,370		29-Jan-02	3-Apr-07
Bill Me Later, Inc.	US	Insight Solutions	3,240,618		7-Jul-05	8-May-07

Grantor	Country	Mark	Reg. No.	Application No.	Filing Date	Issue Date
Bill Me Later, Inc.	US	Consumer Insight Solutions	3,331,222		7-Jul-05	6-Nov-07
Bill Me Later, Inc.	US	Customer Insight Solutions	3,243,012		7-Jul-05	15-May-07
Bill Me Later, Inc.	US	Know How At The Point Of Sale	3,235,067		12-Jul-05	24-Apr-07
Bill Me Later, Inc.	US	Know How At The Point Of Sale (stylized)	3,235,130		12-Jul-05	24-Apr-07
Bill Me Later, Inc.	US	Design (4 I's in circle/wheel)	78/685,773		4-Aug-05	23-Jan-07
Bill Me Later, Inc.	US	We've Got You Covered	3,353,938		1-Mar-06	11-Dec-07
Bill Me Later, Inc.	US	No Wallet. No Wait. No Worries.	3,193,650		1-Mar-06	2-Jan-07
Bill Me Later, Inc.	US	Shop Naked	3,336,892		1-Mar-06	13-Nov-07
Bill Me Later, Inc.	US	Personal Billing	3,451,537		5-Jan-07	17-Jun-08
Bill Me Later, Inc.	US	QuickPath		77/216,434	27-Jun-07	
Bill Me Later, Inc.	US	Why Now When You Can Later		77/216,988	27-Jun-07	
Bill Me Later, Inc.	US	The Online Express Lane		77/329,021	14-Nov-07	

Schedule C
to the Intellectual Property Security Agreement

COPYRIGHTS

Grantor	Country	Description	Filing Date	Issue Date
Bill Me Later, Inc.	US	Buying and Gift Guides	27-Mar-07	27-Mar-07

OHS East:160472214.3

RECORDED: 09/18/2008

TRADEMARK
REEL: 003855 FRAME: 0889