# TRADEMARK ASSIGNMENT

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|---|---|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Coupons, LLC | | 09/24/2008 | CORPORATION: DELAWARE |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Bank of Montreal, as Agent |
| Street Address: | 111 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Chartered Bank: CANADA |

## PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2625258 | GETMEMBERS |
| Registration Number: | 2794993 | VALUE AMERICA |

## CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

| ATTORNEY DOCKET NUMBER: | 1687862 |
|---|---|
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |

2625258

CH $65.00

| Date: | 10/01/2008 |
|-------|------------|

Total Attachments: 6
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# TRADEMARK COLLATERAL AGREEMENT

This 24th day of September, 2008, COUPONS, LLC, a Delaware corporation (*"Debtor"*) with its principal place of business and mailing address at 750 Hammond Drive, Building 6, Suite 300, Atlanta, Georgia 30328, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to BANK OF MONTREAL (*"BMO"*), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

       (i)     Each trademark, trademark registration, and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

       (ii)     Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

       (iii)     All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of September 24, 2008 (as the same may from time to time be amended, modified or restated, including supplements thereto, the *"Security Agreement"*) among the Debtor, HMI Holding Corp., the other debtors party thereto and BMO.
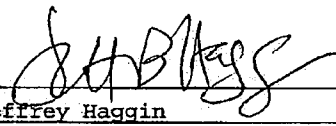
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COUPONS, LLC

By: _____

Name: Jeffrey Haggin

Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By:_____
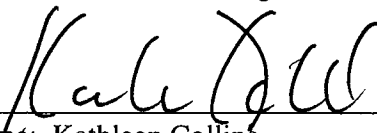
Name: _____

Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COUPONS, LLC

By: _____

   Name: _____

   Title: _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By: _____

   Name: Kathleen Collins

   Title: Director

## SCHEDULE A-1
### TO TRADEMARK COLLATERAL AGREEMENT

### REGISTERED TRADEMARKS
### AND TRADEMARK APPLICATIONS

_____

### FEDERAL TRADEMARK REGISTRATIONS

| Mark | Jurisdiction | Serial No./ Filing Date | Reg. No./ Reg. Date | Current Owner |
|------|--------------|-------------------------|---------------------|---------------|
| GETMEMBERS | U.S. | 78/095,348 11/27/2001 | 2,625,258 9/24/2002 | Coupons, LLC. |
| VALUE AMERICA | U.S. | 78/210,088 2/3/2003 | 2,794,993 12/16/2003 | Coupons, LLC. |

### PENDING FEDERAL TRADEMARK APPLICATIONS

NONE

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE