

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		11/07/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Bill Me Later, Inc.
Street Address:	9690 Deereco Road
Internal Address:	Suite 705
City:	Timonium
State/Country:	MARYLAND
Postal Code:	21093
Entity Type:	CORPORATION: DELAWARE

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:	2101433	BACK TO THE GARDEN
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:	11/07/2008

Total Attachments: 6
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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE, dated as of November 7, 2008 (this "Release"), is made by Citibank, N.A., as Collateral Agent for the Secured Parties (the "Collateral Agent"), pursuant to the termination of that certain Security Agreement, dated as of September 9, 2008, made by Bill Me Later, Inc., a Delaware corporation (the "Grantor"), in favor of the Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Security Agreement.

WITNESSETH

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other things, certain intellectual property of the Grantor, consisting of Patent Collateral, Trademark Collateral and Copyright Collateral (each as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantor executed that certain Intellectual Property Security Agreement, dated as of September 9, 2008 (the "IP Security Agreement"), in favor of the Collateral Agent, pursuant to which the Grantor granted to Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all Patents (the "Patent Collateral"), all Trademarks (the "Trademark Collateral") and all Copyrights (the "Copyright Collateral");

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on September 18, 2008 at Reel/Frame No. 021550/0374; and

WHEREAS, in connection with the Grantor's satisfaction of all of its obligations under the Security Agreement and pursuant to that certain Payout, Reconveyance and Termination Agreement, dated as of November 7, 2008, by and among Grantor, Collateral Agent and certain other parties thereto, the IP Security Agreement has been terminated.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby agrees as follows:

The Collateral Agent hereby absolutely, unconditionally and irrevocably terminates, releases and forever discharges all of its security interest and lien under the IP Security Agreement on all of the Grantor's right, title and interest in, to and under the Patent Collateral, the Trademark Collateral and the Copyright Collateral, including, but not limited to, the patents and patent applications and the trademark and service mark registrations and applications listed on Schedule I attached hereto and incorporated herein by reference (collectively, the "Released Collateral").

The Collateral Agent hereby assigns and transfers, without recourse, unto to the Grantor all right, title and interest that Collateral Agent and its predecessors, successors and assigns may have in or to the Released Collateral.

The Collateral Agent authorizes the recordation of this Release with the United States Patent and Trademark Office and any other applicable registry, the filing of Uniform Commercial Code financing statements and the filing or recording of any other document or instrument necessary to place on record the release of the Collateral Agent's lien upon and security interest in the Released Collateral by the Grantor or any person authorized or designated by the Grantor, and any such recordation or filing shall be deemed to have been authorized by the Collateral Agent.

The Collateral Agent hereby represents and warrants that it has full authority to execute and deliver this Release.

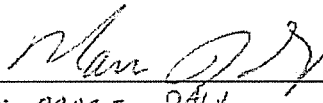
This Release shall be binding upon the Collateral Agent's representatives, successors, assigns and transferees. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the security interests contemplated hereby.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the date first set forth above.

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: MARC DALY
Title: DIRECTOR

SCHEDULE I

U.S. PATENTS AND PATENT APPLICATIONS

The Collateral Agent's September 18, 2008 Recorded Security Interest at Reel/Frame No.
021550/0374

Title	Application/Serial No. Filing Date	Issue Date
Method and System for Completing a Transaction Between a Customer and a Merchant	10/470,223 7/23/03	n/a
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	10/590,162 8/21/06	n/a
Method, System and Apparatus for Providing a Variable Credit Account to a Consumer	11/596,657 11/16/06	n/a
Computer Implemented Method and System for Dynamic Consumer Rating in a Transaction	11/813,708 1/9/08	n/a
Consumer Processing System and Method	11/102,986 4/11/05	n/a
Method of Extending Credit to at Least One Consumer and Method of Processing a Transaction Between a Consumer and a Merchant	11/102,940 4/11/05	n/a
Method and System for Risk Management in a Transaction	11/102,941 4/11/05	n/a
Method and System for Identification Verification Between at Least a Pair of Entities	11/651,142 1/9/07	n/a
Method and System for Determining Transactional Data Between a Consumer and a Merchant Engaged in a Purchase Transaction	11/651,143 1/9/07	n/a
Method and System for Offering a Credit Product by a Credit Issuer to a Consumer at a Point-of-Sale	11/651,141 1/9/07	n/a
Method and System for Engaging in a Transaction Between a Consumer and a Merchant	11/710,883 2/26/07	n/a
Distributed System and Method for Commerce	11/799,667 5/2/07	n/a
Method and System for Verifying an Electronic Transaction	11/710,784 2/26/07	n/a
Method and System for Engaging in a Transaction Between a Business Entity and a Merchant	12/142,329 6/19/08	n/a
Method and System for Facilitating a Transaction	12/142,387 6/19/08	n/a

U.S. TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

The Collateral Agent's September 18, 2008 Recorded Security Interest at Reel/Frame No.
021550/0374

Mark	Registration No.	Application No.	Filing Date	Issue Date
Bill Me Later	2,583,715		31-Jan-01	18-Jun-02
Bill Me Later & Checkmark Design	3,333,091		1-Aug-03	13-Nov-07
Buy Fast. Feel Secure.	2,862,416		1-Aug-03	13-Jul-04
IOU	2,976,701		9-Jul-01	26-Jul-05
Put it on my Tab	2,976,700		9-Jul-01	27-Dec-05
Charge Me	3,036,113		9-Jul-01	27-Dec-05
My Way to Pay	3,038,283		5-Aug-02	3-Jan-06
Pay Capture	3,101,433		5-Aug-02	6-Jun-06
Great Merchants. Great Offers. Great Choice.	3,103,963		1-Jul-05	13-Jun-06
Put It On My Bill	3,104,245		28-Aug-01	3-Jun-06
Buy Fast. Feel Secure. Pay Later.	3,146,594		18-Oct-04	19-Sep-06
BML	3,225,370		29-Jan-02	3-Apr-07
Insight Solutions	3,240,618		7-Jul-05	8-May-07
Consumer Insight Solutions	3,331,222		7-Jul-05	6-Nov-07
Customer Insight Solutions	3,243,012		7-Jul-05	15-May-07
Know How At The Point Of Sale	3,235,067		12-Jul-05	24-Apr-07
Know How At The Point Of Sale (stylized)	3,235,130		12-Jul-05	24-Apr-07
Design (4 I's in circle/wheel)	78/685,773		4-Aug-05	23-Jan-07
We've Got You Covered	3,353,938		1-Mar-06	11-Dec-07
No Wallet. No Wait. No Worries.	3,193,650		1-Mar-06	2-Jan-07
Shop Naked	3,336,892		1-Mar-06	13-Nov-07
Personal Billing	3,451,537		5-Jan-07	17-Jun-08
QuickPath		77/216,434	27-Jun-07	

Mark	Registration No.	Application No.	Filing Date	Issue Date
Why Now When You Can Later		77/216,988	27-Jun-07	
The Online Express Lane		77/329,021	14-Nov-07	