

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement by Secured Party (originally recorded on May 5, 2008 at Reel 3771, Frame 0620)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citigroup Global Markets Inc.		03/05/2009	Unknown:

RECEIVING PARTY DATA

Name:	Revolution Money Inc.
Street Address:	200 Center Avenue, 11th Floor
City:	St. Petersburg
State/Country:	FLORIDA
Postal Code:	33701
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78708105	GRATIS CARD
Serial Number:	78707567	GRATISCARD
Serial Number:	77049442	G GRATISCARD
Serial Number:	77049444	G GRATISCARD
Serial Number:	77049446	G
Serial Number:	77049447	G

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

CH \$165.00 78708105

ATTORNEY DOCKET NUMBER:	CM# 706,324-001
NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	03/18/2009
Total Attachments: 6 source=(Revolution)#page1.tif source=(Revolution)#page2.tif source=(Revolution)#page3.tif source=(Revolution)#page4.tif source=(Revolution)#page5.tif source=(Revolution)#page6.tif	

TERMINATION AND RELEASE
OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement, dated as of March 5, 2009 (the “**Release**”), is delivered by CITIGROUP GLOBAL MARKETS INC. (“**Citigroup**”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “**Collateral Agent**”) in favor of REVOLUTION MONEY INC. (the “**Grantor**”).

WHEREAS, Grantor and Collateral Agent entered into an Intellectual Property Security Agreement, dated as of April 30, 2008 (as amended, restated, supplemented and/or otherwise modified, the “**Security Agreement**”), pursuant to which Grantor granted to Collateral Agent a security interest in, among other things, (i) the patents and patent applications set forth on Schedule A hereto (the “**Patents**”), (ii) the trademarks and service marks, together with the registrations and right to all renewals thereof and the goodwill of the business of Grantor symbolized thereby, more particularly set forth on Schedule B hereto (the “**Trademarks**”) and (iii) the registered copyrights now owned or acquired after the date of the Security Agreement, including copyright registrations and applications, more particularly set forth on Schedule C hereto (the “**Copyrights**”; collectively with the Patents and the Trademarks, the “**Intellectual Property**”) to secure the obligations of the Grantor to the Collateral Agent pursuant to that certain Credit Agreement, dated as of April 30, 2008 (as amended, restated, supplemented and/or otherwise modified, the “**Credit Agreement**”);

WHEREAS, the Security Agreement and the grant of a security interest therein were recorded with (i) the Patent Division of the United States Patent and Trademark Office on May 5, 2008 at Reel 020897, Frame 0272 and (ii) the Trademark Division of the United States Patent and Trademark Office at Reel 3771, Frame 0620 for the purpose of securing payment and performance of the Grantor’s obligations under the Security Agreement and the Credit Agreement; and

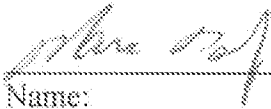
WHEREAS, the Collateral Agent wishes to release and terminate its security interest in the Intellectual Property, to restore all right, title and interest in, to and under the Intellectual Property to the Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property shown on the attached Schedules A, B and C hereto.

NOW THEREFORE, the Collateral Agent hereby releases, terminates, discharges, quit claims and relinquishes unto the Grantor any and all right, title and interest in the Intellectual Property and more particularly the security interests in (i) the Patents set forth on Schedule A, (ii) the Trademarks set forth on Schedule B, (iii) the Copyrights set forth on Schedule C, and (iv) the rights and items set forth in Section 1(g)(i)-(ix) of the Security Agreement, in each case granted to the Secured Party by the Grantor pursuant to the Security Agreement.

The provisions of this Release are severable, and the unenforceability of any provision of this Release shall not affect the enforceability of the remainder of this Release. In the event that any provision of this Release is determined by a court to be unenforceable as drafted, that provision should be construed so as to effectuate the purposes of that provision to the greatest extent possible under applicable law.

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as on the date first written above.

**CITIGROUP GLOBAL MARKETS
INC., as Collateral Agent**

By: 
Name: _____
Title: _____

**REVOLUTION MONEY INC., as
Grantor**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as on the date first written above.

**CITIGROUP GLOBAL MARKETS
INC., as Collateral Agent**

By: _____
Name:
Title:

**REVOLUTION MONEY INC., as
Grantor**

By: Nicholas P. Johns
Name: Nicholas P. Johns
Title: General Counsel

SCHEDULE A
PATENTS; PATENT APPLICATIONS


Patents

Grantor	Title	Patent No.	Issue Date
Revolution Money Inc.	TRANSACTION CARD	D553,675	10/23/07
Revolution Money Inc.	TRANSACTION CARD	D560,715	01/29/08
Revolution Money Inc.	TRANSACTION CARD	D553,676	10/23/07

Patent Applications

Grantor	Title	Publication No./Application No.	Filing Date
Revolution Money Inc.	SYSTEM AND METHOD FOR ESTABLISHMENT OF RULES GOVERNING CHILD ACCOUNTS	20070119921	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR USER SELECTION OF FRAUD DETECTION RULES	20070119919	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR IMMEDIATE ISSUANCE OF TRANSACTION CARDS	20070124238	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR NEW EXECUTION AND MANAGEMENT OF FINANCIAL AND DATA TRANSACTIONS	20070119918	07/14/06
Revolution Money Inc.	SYSTEM AND METHOD FOR DISPUTING INDIVIDUAL ITEMS THAT ARE THE SUBJECT OF A TRANSACTION	20070119920	07/14/06
Revolution Money Inc.	PAYMENT REDIRECTION FOR ONLINE TRANSACTIONS	12/021,826	01/29/08
Revolution Money Inc.	SYSTEM AND METHOD FOR FLUID FINANCIAL MARKETS	12/055,683	03/26/08
Revolution Money Inc.	SYSTEM AND METHOD FOR ESTABLISHMENT OF RULES GOVERNING CHILD ACCOUNTS	12/017,937	01/22/08
Revolution Money Inc.	SYSTEM AND METHOD FOR FACILITATING ONLINE TRANSACTIONS	12/054,164	03/24/08

SCHEDULE B
TRADEMARKS AND SERVICE MARKS

Grantor	Mark	Description	Appl. No.	Filing. Date
Revolution Money Inc.	GRATIS CARD	GRATIS CARD	78/708105	09/07/2005
Revolution Money Inc.	GRATISCARD	GRATIS CARD	78/707567	09/06/2005
Revolution Money Inc.		G Gratis Card (with stylized G) (2D)	77/049442	11/22/2006
Revolution Money Inc.		G Gratis Card (with stylized G) (3D)	77/049444	11/22/2006
Revolution Money Inc.		Stylized G surrounded by a 3D circle (2D)	77/049446	11/22/2006
Revolution Money Inc.		Stylized G surrounded by a 3D circle (3D)	77/049447	11/22/2006

SCHEDULE C
COPYRIGHTS

None.