

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rearden Commerce, Inc.		09/17/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LabMorgan Investment Corporation		
<b>Street Address:</b>	277 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3390633	LIFE. ONLY EASIER.	
Registration Number:	3376861	LIFE. ONLY EASIER.	
Registration Number:	3376860	LIFE. ONLY EASIER.	
Registration Number:	3482826	TOTAL TRAVEL EXPERIENCE	
Serial Number:	77462493	THE TRAVEL INDUSTRY HAS OFFICIALLY BEEN SERVED.	
Serial Number:	76661266	TOTAL TRAVEL EXPERIENCE	
Serial Number:	76673134	RQST	
Serial Number:	76632929	REARDEN COMMERCE	
Serial Number:	76632927	REARDEN COMMERCE	
Registration Number:	3303145	LIFE ON DEMAND	
Registration Number:	3313058	SAVINGS NOT SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$290.00 3390633

**900143598**

**TRADEMARK  
 REEL: 004064 FRAME: 0945**

Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	505800/0272
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NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/ml/
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Date:	09/21/2009
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Total Attachments: 8  
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source=ReComInc#page3.tif  
source=ReComInc#page4.tif  
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 17, 2009 is made by Rearden Commerce, Inc., a California corporation formerly known as Talaris Corporation, located at 1051 E. Hillsdale Blvd., 6<sup>th</sup> Floor, Foster City, CA 94404 (the "Borrower"), in favor of LabMorgan Investment Corporation, a Delaware corporation, located at 277 Park Avenue, 20<sup>th</sup> Floor, New York, NY 10017, as lender (the "Lender"), parties to the Loan and Security Agreement, dated as of September 17, 2009 by and among Borrower, Rearden Acquisition Corporation, a Delaware corporation, Global Ground Automation, Inc., a Delaware corporation, Expensewire, LLC, an Ohio limited liability company and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan and Security Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, the Lender has agreed to make Loans and certain financial accommodations for the direct or indirect benefit of the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan and Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Loan and Security Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a first priority, continuing security interest in and Lien upon all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral") to the Lender for the benefit of Lender to secure payment, performance and observance of Borrower's Secured Obligations.

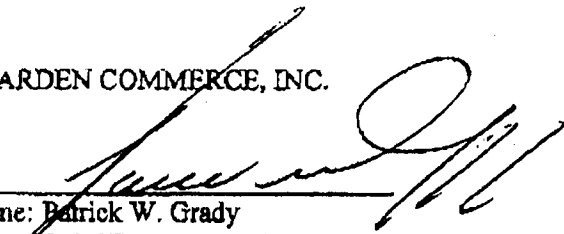
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REARDEN COMMERCE, INC.

By:   
Name: Patrick W. Grady  
Title: Chief Executive Officer and President  
Date: September 17, 2009

LABMORGAN INVESTMENT CORPORATION

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

Signature Page to Security Interest in Trademark Rights  
Rearden Commerce, Inc.

TRADEMARK  
REEL: 004064 FRAME: 0949

ACKNOWLEDGMENT OF BORROWER

STATE OF )  
 ) ss  
COUNTY OF )

On the \_\_\_\_ day of September 2009, before me personally came \_\_\_\_\_, who is personally known to me to be the \_\_\_\_\_ of Rearden Commerce, Inc., a California corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

See attached Notary  
acknowledgment & Seal.  
MB

(PLACE STAMP AND SEAL ABOVE)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange }

On Sept. 17, 2009 before me, Mary Bray - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Patrick W. Grady  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Bray  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Grant of Security Interest in Trademark Rights

Document Date: Sept. 17, 2009 Number of Pages: SIX (6)

Signer(s) Other Than Named Above: No other on this date, in my presence

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Patrick W. Grady

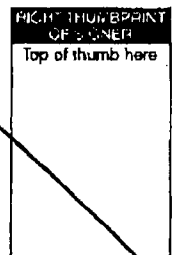
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

REARDEN COMMERCE, INC.

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

LABMORGAN INVESTMENT CORPORATION

By: Vincent R. DiGirolamo  
Name: Vincent R. DiGirolamo  
Title: Senior Vice President  
Date:


[Signature page to Rearden Trademark SI Agreement]



ACKNOWLEDGMENT OF LENDER

STATE OF New York )  
COUNTY OF New York ) ss

On the 18<sup>th</sup> day of September, 2009, before me personally came Vincent R. DiAstasio, who is personally known to me to be the Senior Vice President of LabMorgan Investment Corporation, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~ he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said.

  
HEATHER LEIGH BAILEY  
Notary Public, State of New York  
No. 24-4988090  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Nov. 4, 2013  
(PLACE STAMP AND SEAL ABOVE)

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Title	App./Reg. No.
LIFE. ONLY EASIER.	3,390,633
LIFE. ONLY EASIER.	3,376,861
LIFE. ONLY EASIER.	3,376,860
TOTAL TRAVEL EXPERIENCE	3,482,826
THE TRAVEL INDUSTRY HAS OFFICIALLY BEEN SERVED	77/462,493
TOTAL TRAVEL EXPERIENCE	76/661,266
RQST	76/673,134
REARDEN COMMERCE AND DESIGN	76/632,929
REARDEN COMMERCE	76/632,927
LIFE ON DEMAND	3,303,145
SAVINGS NOT SOFTWARE	3,313,058