

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																																				
CONVEYING PARTY DATA																																					
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CH \$290.00 2949070

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2129093078
Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: Kirkland & Ellis LLP
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38123-59
NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	10/06/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 1, 2009, is entered into by and between MICROEDGE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), MICROEDGE, MERGER SUB LLC (to be renamed MICROEDGE, LLC immediately upon consummation of the Merger), a New York limited liability company (the "Grantor") and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of October 1, 2009, among the Assignee, the Grantor and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of October 1, 2009, among Grantor, Holdings, Administrative Agent and certain Lenders party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill of Grantor's business associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MICROEDGE MERGER SUB, LLC
MICROEDGE, LLC

By: 
Name: William Rountree
Title: Manager

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

Address of Grantor:
MICROEDGE MERGER SUB, LLC
MICROEDGE, LLC
619 West 54th Street, 10th Floor
New York, New York 10019
Attention: Manager
Facsimile No.: (212) 751-3298
E-mail: jpotachny@microedge.com

Address of Assignee:
SILICON VALLEY BANK,
One Newton Executive Park
2221 Washington Street, Suite 200
Newton, Massachusetts 02462
Attention: Ms. Lara Chilton
Facsimile No.: (617) 969-5973
E-mail: lchilton@svb.com

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MICROEDGE MERGER SUB, LLC
MICROEDGE, LLC

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: _____
Title: _____

By: Brian Spicer
Name: BRIAN SPICER
Title: MANAGING DIRECTOR

Address of Grantor:
MICROEDGE MERGER SUB, LLC
MICROEDGE, LLC
619 West 54th Street, 10th Floor
New York, New York 10019
Attention: Chief Financial Officer
Facsimile No.: _____
E-mail: _____

Address of Assignee:
SILICON VALLEY BANK,
One Newton Executive Park
2221 Washington Street, Suite 200
Newton, Massachusetts 02462
Attention: Ms. Lara Chilton
Facsimile No.: (617) 969-5973
E-mail: lchilton@svb.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Registrant	Trademark	Registration No.	Registration Date
Microedge, Inc.	ESSENTIAL GIFTS	953337	05/12/03
Microedge, Inc.	GIFTS	953350	05/12/03
Microedge, Inc.	MICROEDGE	951345	04/23/03
Microedge, Inc.	MICROEDGE (Stylized) <i>MicroEdge</i>	953344	04/23/03
Microedge, Inc.	MICROEDGE	1080451	10/12/05
Microedge, Inc.	PORTICO		
Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	953340	05/12/03
Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	953399	05/12/03
Microedge, Inc.	ESSENTIAL GIFTS	627466	12/3/04
Microedge, Inc.	GIFTS	627689	12/7/04
Microedge, Inc.	MICROEDGE	627093	12/1/04
Microedge, Inc.	MICROEDGE (Stylized) <i>MicroEdge</i>	613733	06/28/04
Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	627177	12/1/04
Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	675602	10/25/06
Microedge, Inc.	DONORCENTRAL	3443207	05/19/05
Microedge, Inc.	GIFTS	3442472	03/2/05
Microedge, Inc.	MICROEDGE	3442498	11/15/05
Microedge, Inc.	MICROEDGE	4643078	10/7/05
Microedge, Inc.	PORTICO		
Microedge, Inc.	ESSENTIAL GIFTS	2332180	05/15/03
Microedge, Inc.	MICROEDGE	2330046	04/22/03
Microedge, Inc.	MICROEDGE	2403532	10/7/05
Microedge, Inc.	PORTICO		
Microedge, Inc.	DONORCENTRAL	2949070	05/10/05
Microedge, Inc.	ESSENTIAL GIFTS	2812793	02/10/04
Microedge, Inc.	GIFTS	2073723	06/24/97
Microedge, Inc.	GIFTS	2839910	05/11/04
Microedge, Inc.	CONNECTIONS		
Microedge, Inc.	MICROEDGE	2816535	02/24/04
Microedge, Inc.	MICROEDGE & Design	3391240	03/4/08



MICRO
EDGE

Microedge, Inc.	MYGIFTS	2824873	03/23/04
Microedge, Inc.	REVIEWERCONNECT	2952691	05/17/05
Microedge, Inc.	SOLUTIONS FOR EFFECTIVE GIVING	2812794	02/10/04

Applications of Registration of Trademarks

Registrant	Trademark	Application No.	Application Date
Microedge, Inc.	MICROEDGE PORTICO	1273810	09/28/05
Microedge, Inc.	MICROEDGE PORTICO	78721689	09/27/05

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