TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E2INTERACTIVE, INC.		09/30/2009	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	E2INTERACTIVE, INC.
Composed Of:	COMPOSED OF Bank of Texas
Street Address:	P.O. Box 660197
City:	Dallas
State/Country:	TEXAS
Postal Code:	75266
Entity Type:	National Banking Association: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77779691	VANILLA VOUCHERS
Serial Number:	77779665	VANILLA VOUCHERS
Serial Number:	77779651	VANILLA VOUCHERS
Serial Number:	77779634	VANILLA VOUCHERS
Registration Number:	3613349	MANDAMONI
Serial Number:	77276683	WINITNOW GAMECARD
Serial Number:	77276724	WIN WINITNOW GAMECARD
Serial Number:	77276710	WINITNOW GAMECARD
Serial Number:	77276737	WIN WINITNOW GAMECARD
Registration Number:	2081682	FASTCARD

CH $265.00 77779691

CORRESPONDENCE DATA

Fax Number: (202)778-2201

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

Phone:	2029551500
Email:	sloftis@hunton.com
Correspondent Name:	Sabrina Loftis
Address Line 1:	1900 K Street, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	64226.1001
NAME OF SUBMITTER:	Greg Hausdorf
Signature:	/Greg Hausdorf/
Date:	11/13/2009

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

WHEREAS, E2INTERACTIVE, INC., a Georgia corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 30, 2009 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, InComm Holdings, Inc., certain subsidiaries of InComm Holdings, Inc. and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September, 2009.

Acknowledged:

GRANTOR:

E2INTERACTIVE, INC.

By: Scott R. Meyerhoff, Chief Financial Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as administrative agent

By: _____
John A. Horst , Vice President

TRADEMARK
REEL: 004095 FRAME: 0927

TRADEMARK SECURITY AGREEMENT

WHEREAS, E2INTERACTIVE, INC., a Georgia corporation ("Grantor"), owns the Trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 30, 2009 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, InComm Holdings, Inc., certain subsidiaries of InComm Holdings, Inc. and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark registrations, trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration and trademark application, including, without limitation, the Trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the Trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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Acknowledged:

GRANTOR:

E2INTERACTIVE, INC.

By: _____
Scott R. Meyerhoff, Chief Financial Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as administrative agent

By: _____
John A. Horst, Vice President

TRADEMARK
REEL: 004095 FRAME: 0928

Schedule 1
to Trademark
Security Agreement

Owner of Record	Country or State	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status
e2interactive, Inc., dba e2Interactive, Inc.	US	Vanilla vouchers	77/779,691		
e2interactive, Inc., dba e2Interactive, Inc.	US	Vanilla vouchers	77/779,665		
e2interactive, Inc., dba e2Interactive, Inc.	US	VANILLA VOUCHERS	77/779,651		
e2interactive, Inc., dba e2Interactive, Inc.	US	VANILLA VOUCHERS	77/779,634		
e2interactive, Inc., dba e2Interactive, Inc.	US	MANDAMONI	3,613,349		
e2interactive, Inc., dba e2Interactive, Inc.	US	WINITNOW GAMECARD	77/276,683		
e2interactive, Inc., dba e2Interactive, Inc.	US	win WinitNow	77/276,724		
e2interactive, Inc., dba e2Interactive, Inc.	US	WINITNOW GAMECARD	77/276,710		
e2interactive, Inc., dba e2Interactive, Inc.	US	win WinitNow	77/276,737		
e2interactive, Inc., dba e2Interactive, Inc.	US	FASTCARD	2,081,682		