

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
Money Mailer, LLC		11/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3530937	MONEY MAILER	
Registration Number:	3417063	HOT! COUPONS ANYWHERE, ANYTIME. JUST CLICK, PRINT & GO! WWW.HOTCOUPONS.COM	
Registration Number:	3539334	A AD BOOKS BY MONEY MAILER	
Registration Number:	3373999	ADEASE	
Serial Number:	77825315	H.O.T! COUPONS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$140.00 3530937

ATTORNEY DOCKET NUMBER:	215434-00068
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	11/16/2009
Total Attachments: 3 source=Trademark Security Agreement (Nov 2009)#page1.tif source=Trademark Security Agreement (Nov 2009)#page2.tif source=Trademark Security Agreement (Nov 2009)#page3.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 16th day of November, 2009 by Money Mailer, LLC, a Delaware limited liability company ("Grantor") in favor of GE Business Financial Services Inc. (formerly known as Merrill Lynch Business Financial Services Inc.), in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

W I T N E S S E T H

WHEREAS, Grantor and Grantee, among others, are parties to a certain Credit Agreement dated as of May 30, 2003 (as amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of May 30, 2003 among Grantor, certain of its affiliates and Grantee (as amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of 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), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.


2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

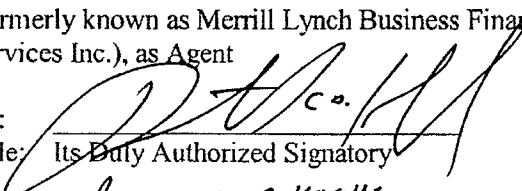
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MONEY MAILER, LLC, a Delaware limited liability company

By: 
Name: Joseph T. Craccon
Title: Vice President & Assistant Secretary

Agreed and Accepted
As of the Date First Written Above

GE BUSINESS FINANCIAL SERVICES INC.
(formerly known as Merrill Lynch Business Financial Services Inc.), as Agent

By: 
Title: Its Duly Authorized Signatory

PATRICK D. KOEHL
VICE PRESIDENT

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
MONEY MAILER	3530937	11/11/08
HOT! COUPONS ANYWHERE, ANYTIME, JUST CLICK, PRINT & GO! WWW.HOTCOUPONS.COM	3417063	4/29/08
A AD BOOKS BY MONEY MAILER	3539334	12/2/08
ADEASE	3373999	1/22/08

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Application Date</u>
H.O.T. COUPONS	77825315	9/11/09