

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Silicon Valley Bank
 3003 Tasman Drive
 Santa Clara, CA 95054

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
 Additional name(s) of conveying parties attached? Yes No

Name: **RAINBOW REWARDS COLORADO INC**

Internal Address

Street Address: **999 18TH STREET STE 2250**

City: **DENVER**
 State: **CO**
 Country: **USA**
 Zip: **80202**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **March 31, 2010**

Assignment Merger
 Security Agreement Change of Name

Other : **RELEASE**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : **USA** State: **DE**
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
76539033

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udealbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **1**


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 40⁻**

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **5683**
 Expiration Date **10/12**

b. Deposit Account Number
 Authorized User Name

9. Signature  _____ Date 3/31/10

Signature _____ Date _____

Joseph D. Brennan
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop
 Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

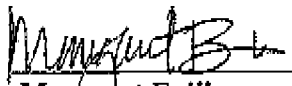
OP \$40.00 76539033

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Rainbow Rewards Colorado Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, **July 1, 2004**, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on **July 20, 2004 Reel 3010 Frame 0647**.

Date: **March 31, 2010**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Manager

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and RAINBOW REWARDS COLORADO, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

999 18th Street
Suite 2740 South Tower
Denver, CO 80202

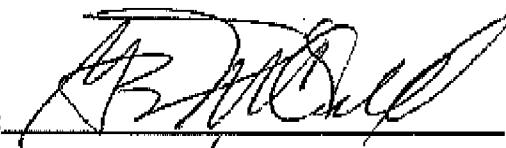
Attn: G.E. McConnell

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

Attn: Kevin Crossman

GRANTOR:

By: 
Title: CFO/COO

BANK:

SILICON VALLEY BANK

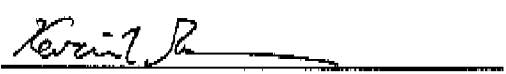
By: 
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

TRADEMARK

REEL: 004178 FRAME: 0182

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of administering a reward scheme	PCT/A4102/01015	7/31/02

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

Rainbow Rewards

761 539, 033

TRADEMARK

REEL: 004178 FRAME: 0184

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

w/A

