

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------------------------|
| Money Mailer, LLC | | 07/15/2010 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | The PrivateBank and Trust Company |
| Street Address: | 120 S. LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | Illinois State Chartered Bank: ILLINOIS |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 1215176 | MONEY MAILER |
| Registration Number: | 1828510 | MM 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: | 2117628 | SMARTZONES |
| Registration Number: | 2613673 | LIKE GETTING MONEY IN YOUR MAILBOX |
| Registration Number: | 2278143 | HELPING BUSINESSES GET AND KEEP MORE CUSTOMERS |
| Registration Number: | 3373999 | ADEASE |
| Registration Number: | 3530937 | MONEY MAILER |
| Registration Number: | 3732149 | LIKE GETTING MONEY ON YOUR CELL PHONE |
| Serial Number: | 77916780 | MOZART MASTER THE ART OF LOCAL MARKETING |
| Serial Number: | 77825315 | H.O.T! COUPONS |
| Serial Number: | 77916329 | MOZART |

CH \$365.00 1215176

Serial Number:

77948685

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CORRESPONDENCE DATA

Fax Number: (312)460-7000

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

Phone: 3124605000

Email: jsutherland@seyfarth.com

Correspondent Name: Julia K. Sutherland

Address Line 1: 131 South Dearborn St., Suite 2400

Address Line 4: Chicago, ILLINOIS 60603-5577

ATTORNEY DOCKET NUMBER:

58550-000013

NAME OF SUBMITTER:

Julia K. Sutherland

Signature:

/Julia K. Sutherland/

Date:

07/16/2010

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 15, 2010, by MONEY MAILER, LLC, a Delaware limited liability company (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and certain of its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement

of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");


- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MONEY MAILER, LLC

By: 
Name: James Callahan
Title: Senior Vice President & CFO

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Andrew C. Kahlenberg
Managing Director

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 004243 FRAME: 0354

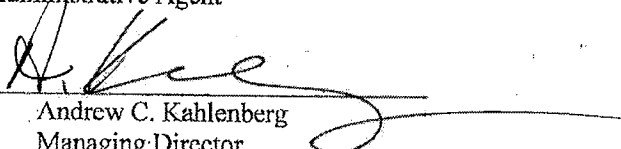
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MONEY MAILER, LLC

By: _____
Name: _____
Title: _____

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Andrew C. Kahlenberg
Managing Director





*Signature Page to Patent & Trademark
Security Agreement*


TRADEMARK
REEL: 004243 FRAME: 0355

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Domestic Trademarks:

| Serial Number | Mark/Title | Trademark Registration Number | Date of Application | Date of Registration |
|---------------|---|-------------------------------|---------------------|----------------------|
| 73264433 |  MONEY MAILER® | 1,215,176 | 7/24/1980 | 11/2/1982 |
| 74313578 |  MONEY MAILER® | 1,828,510 | 9/14/1992 | 3/29/1994 |
| 77134652 |  COUPONS <small>available anytime just click, print & get www.hotcoupons.com</small> | 3,417,063 | 3/19/2007 | 4/29/2008 |
| 77134303 |  Ad Books <small>by Money Mailer</small> | 3,539,334 | 3/19/2007 | 12/2/2008 |
| 75145071 | SMARTZONES | 2,117,628 | 8/5/1996 | 12/2/1997 |
| 75707482 | LIKE GETTING MONEY IN YOUR MAILBOX | 2,613,673 | 5/17/1999 | 9/3/2002 |
| 75548039 | HELPING BUSINESSES GET AND KEEP MORE CUSTOMERS | 2,278,143 | 9/4/1998 | 9/14/1999 |
| 78745023 | ADEASE | 3,373,999 | 11/1/2005 | 1/22/2008 |
| 77461197 | MONEY MAILER | 3,530,937 | 4/29/2008 | 11/11/2008 |
| 77443437 | LIKE GETTING MONEY ON YOUR CELL PHONE | 3,732,149 | 4/8/2008 | 12/29/2009 |

| | | | | |
|----------|---|--|---------|--|
| 77916780 |  | | 1/21/10 | |
| 77825315 | H.O.T! COUPONS | | 9/11/09 | |
| 77916329 | MOZART | | 1/20/10 | |
| 77948685 | GET MORE OF WHAT YOU WANT | | 3/2/10 | |

Foreign Trademarks:

| Country | Mark | Filing Date | Registration No. |
|----------------|---------------------------------|-----------------|----------------------|
| Argentina | MM Money Mailer | \$ MONEY MAILER | 2006372 (Serial No.) |
| Australia | MM Money Mailer | 2/1/1989 | B503984 |
| Brazil | Money Mailer | 4/15/1997 | 819886637 |
| Canada | Money Mailer | 11/20/1985 | 329404 |
| Chile | MM Money Mailer (And Design) | 12/27/2006 | 790576 |
| European Union | Money Mailer | 3/9/2008 | 7208127 |
| European Union | Money Mailer (And Design) | 4/1/1996 | 218248 |
| Japan | Money Mailer | | 2357255 |
| Malaysia | Money Mailer (And Design) | 8/1/1996 | 96-08750 |
| Mexico | Money Mailer (And Design) | 8/6/2004 | 670653 |
| New Zealand | MM Money Mailer | 8/30/1996 | 266489 |
| United Kingdom | Money Mailer (And Design) | 6/28/1988 | 1349564 |
| United Kingdom | Money Mailer | 2/27/1996 | 2058334 |
| United Kingdom | MM Money Mailer | 4/1/1996 | E218248 |

Pursuant to that certain Trademark and Intellectual Property License Agreement dated December 31, 2006, the above trademarks owned by Money Mailer, LLC are licensed to Money Mailer Franchise Corp. for use in connection with its operation of the Money Mailer franchise system.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

| Patent Number | Patent Application Number | Date Patent Issued | Date of Patent Application |
|----------------------|----------------------------------|---------------------------|-----------------------------------|
| | 11560915 | N/A | 11/17/2006 |

Pursuant to that certain Trademark and Intellectual Property License Agreement dated December 31, 2006, any patent resulting from the above patent application and owned by Money Mailer, LLC will be licensed to Money Mailer Franchise Corp. for use in connection with its operation of the Money Mailer franchise system.

Patent License – Money Mailer, LLC as Licensee:

| Patent Number | Patent Application Number | Date Patent Issued | Date of Patent Application |
|----------------------|----------------------------------|---------------------------|-----------------------------------|
| 5,761,648 | | 6/2/1998 | |