

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		10/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Lift Media, Inc.		
Street Address:	101 Merritt 7, 7th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3742818	DON'T WANT TO PAY?	
Registration Number:	3439678	LIFT MEDIA	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0562		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	menakaplan@paulweiss.com, aashville@paulweiss.com		
Correspondent Name:	Menachem Kaplan		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	018333-001		
NAME OF SUBMITTER:	Menachem Kaplan		
Signature:	/Menachem Kaplan/		
Date:	10/15/2010		

TRADEMARK

900174097

REEL: 004297 FRAME: 0246

CH \$65.00 3742818

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This Release of Trademark Security Agreement (the "Release"), dated as of October 12, 2010 is made by ABLECO FINANCE LLC, a Delaware limited liability company, in its capacity as collateral agent for the Lender Group ("Releasor"), in favor of LIFT MEDIA, INC., a Delaware corporation ("Releasee").

WHEREAS, Releasor and Releasee's parent, Webloyalty.com, Inc., entered into that certain Security Agreement, dated as of May 12, 2005, as from time to time amended, restated, supplemented or otherwise modified (together with all exhibits and schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement the parties hereto entered into the Trademark Security Agreement, dated as of May 27, 2008 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 3788, Frame 0136 on June 3, 2008, under which Releasee granted to Releasor, as Collateral Agent for the benefit of the Lender Group, a continuing first priority security interest in all of Releasee's right, title and interest in, to and under the following, whether then-existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (i) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I attached hereto; (ii) all extensions renewals of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (iv) all products and proceeds of the foregoing, including any claim by Releasee 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; and

WHEREAS, the Secured Obligations have now been satisfied and Releasee has requested Releasor's release, and Releasor has agreed to release, any and all interest it may have in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings give to them in the Security Agreement and/or the Financing Agreement (as defined in the Trademark Security Agreement).

2. **Release of Security Interest.** Releasor does hereby, without any representation and warrant and without any recourse to Releasor (except that, from and after the date hereof, any and all Trademark Collateral of Releasee shall be free and clear of all security interests and liens created by Releasor), release, relinquish and discharge any and all interests it may have in the Trademark Collateral.

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IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of October 12, 2010.

ABLECO FINANCE LLC

By: _____

Name: Daniel Watt
Title: President

Acknowledged and Agreed to:

LIFT MEDIA, INC.

By: _____

Name:

Title:

[Signature Page to Release of Trademark Security Agreement]

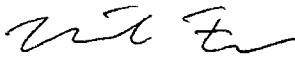
IN WITNESS WHEREOF, the parties have caused this Release of Trademark Security Agreement to be duly executed as of October 2, 2010.

ABLECO FINANCE LLC

By: _____
Name:
Title:

Acknowledged and Agreed to:

LIFT MEDIA, INC.

By: 
Name: Richard Fernandez
Title: CEO

[Signature Page to Release of Trademark Security Agreement]

SCHEDULE I

U.S. AND CANADIAN REGISTERED TRADE AND/OR SERVICE MARKS:

	Country	Trademark	App/Reg Number	App/Reg Date
1.	United States	CHECKOUTFREE	77/253,708	August 13, 2007
2.	United States	DON'T WANT TO PAY?	77/268,852 3742818	August 30, 2007 January 26, 2010
3.	United States	LIFT MEDIA	77/253,698 3439678	August 13, 2007 June 3, 2008
4.	United States	PAY BY TRYING SOMETHING ELSE	77/268,845	August 30, 2007