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
E-REWARDS, INC.		05/17/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	2200 Ross Avenue, 8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85293075	OMNIGIVE

CORRESPONDENCE DATA

Fax Number: (214)953-6691
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-953-6691
Email: b.k.drinkwater@bakerbotts.com
Correspondent Name: B.K. Drinkwater, c/o Baker Botts L.L.P.
Address Line 1: 2001 Ross Avenue, Suite 600
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	002642.2431
NAME OF SUBMITTER:	B.K. Drinkwater
Signature:	/B.K. Drinkwater/
Date:	05/18/2011

CH $40.00 85293075

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

May 17, 2011

Pursuant to a Pledge and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of October 22, 2009, e-Rewards, Inc., a Delaware corporation ("Grantor"), whose address is 5800 Tennyson Parkway, Suite 600, Plano, Texas 75024, hereby grants and assigns to JPMorgan Chase Bank, N.A. as Administrative Agent, whose address is 2200 Ross Avenue, 8th Floor, Dallas, Texas 75201, Attention of Vicount Cornwall, a continuing security interest in and a continuing lien upon all of its right, title and interest in and to the following, whether now owned or hereafter acquired:

(a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; all renewals of any of the foregoing; all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; the right to sue for past, present, and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit A;

(b) any and all patents and patent applications; all inventions and improvements described and claimed therein; all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements thereof and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit B; and

(c) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; all licenses of the foregoing, whether as licensee or licensor; all renewals of the foregoing; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and all rights corresponding to any of the foregoing throughout the world, including without limitation, the foregoing as set forth on Exhibit C.

The Administrative Agent's security interest in such copyrights, patents, trademarks, service marks and registrations, applications for registration thereof can be terminated only in accordance with the terms of the Security Agreement.

[*Signature page follows*]

TRADEMARK
REEL: 004543 FRAME: 0872

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Security Agreement as of the date first above written.

E-REWARDS, INC.

GB By: _____

Name:

Title:

TRADEMARK
REEL: 004543 FRAME: 0873

EXHIBIT A

Copyrights and Copyright Applications

None.

EXHIBIT B

Patents and Patent Applications

Description	Application No.	Application Date	Country
System and method for conducting surveys on devices without requiring persistent network connectivity	13/068,107	May 2, 2011	USA

EXHIBIT C

Trademarks and Trademark Applications

Trademark	Application No.	Description	Application Date	Country
OMNIGIVE	85/293075	Conducting market research and public opinion surveys; consulting services in the field of market research and public opinion surveys	April 12, 2011	USA