

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moonpig.com Limited		08/11/2011	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	5 The North Colonnade		
<b>Internal Address:</b>	Canary Wharf		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	E14 4BB		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2749276	MOONPIG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)918-3000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	eleanor.lackman@hoganlovells.com		
<b>Correspondent Name:</b>	Eleanor M. Lackman		
<b>Address Line 1:</b>	875 Third Avenue		
<b>Address Line 2:</b>	Hogan Lovells US LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	002379.000037		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Natalie Porto		
<b>Address Line 1:</b>	875 Third Avenue		
<b>Address Line 2:</b>	Hogan Lovells US LLP		

CH \$40.00 2749276

**900199595**

**TRADEMARK  
 REEL: 004603 FRAME: 0678**

Address Line 4: New York, NEW YORK 11201

NAME OF SUBMITTER:

Eleanor M. Lackman

Signature:

/Eleanor M. Lackman/

Date:

08/12/2011

Total Attachments: 5

source=Moonpig Trademark Security agreement#page1.tif

source=Moonpig Trademark Security agreement#page2.tif

source=Moonpig Trademark Security agreement#page3.tif

source=Moonpig Trademark Security agreement#page4.tif

source=Moonpig Trademark Security agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 11, 2011, is entered into by and between MOONPIG.COM LIMITED, a company organized under the laws of England and Wales with registration number 3852652 (the "Grantor") and BARCLAYS BANK PLC, as security trustee for the Secured Parties (in such capacity the "Security Agent").

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Security Agent in its intellectual property, including the Trademarks (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of the date hereof, between the Grantor and the Security Agent (the "Security Agreement").

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure its respective Secured Liabilities, the Grantor hereby pledges and grants to the Security Agent for the benefit of the Beneficiaries a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral");

(a) all United States trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, and applications for any of the foregoing, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the applicable Beneficiaries pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Security Agent may modify this Agreement, after obtaining the Grantor's approval of or

EXECUTION COPY

signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or Trademark Licenses acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Trademark Licenses in which the Grantor no longer has or claims any right, title or interest.

**SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

**SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Security Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Security Agent assign any right, duty or obligation hereunder.**

**SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.**

EXECUTION COPY

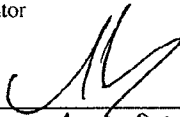
IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

MOONPIG.COM LIMITED,  
as the Grantor

By: \_\_\_\_\_

Name:

Title:

  
ALAN SUIWS  
DIRECTOR

EXECUTION COPY

BARCLAYS BANK PLC,  
as the Security Agent

By: V. J. Long  
Name: VICTORIA LONG  
Title: ASSOCIATE DIRECTOR

EXECUTION COPY

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND APPLICATIONS

Trademark	Proprietor	Registration No.	Registration Date	Class	Renewal Date	Status
MOONPIG	Moonpig.com Limited	2749276	12/08/2003	16	12/08/2013	Registered

NY - 002379 000633 - 2330371 s2

RECORDED: 08/12/2011

TRADEMARK  
REEL: 004603 FRAME: 0684