

**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>
Plimus		09/29/2011	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 S Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3802615	PLIMUS	
<b>Serial Number:</b>	85313087	BUY ANYWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	6737. 140		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>Signature:</b>	/Laura Konrath/		

**CH \$65.00 3802615**

**TRADEMARK**

Date:

10/03/2011

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2011 (“Trademark Security Agreement”), is made by PLIMUS, a California corporation (herein referred to as “Grantor”), in favor of Agent for the Lenders (as such terms are defined below).

W I T N E S S E T H:

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of September 29, 2011 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) by and among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”), and Madison Capital Funding LLC, as administrative agent for all Lenders (the “Agent” and herein referred to as “Grantee”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of September 29, 2011 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”; unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) by and among the Grantor, the other grantors party thereto, and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein, Grantor has granted to Grantee, for the ratable benefit of Lenders (to the extent provided in the Credit Agreement), a security interest in all of Grantor’s Collateral, including all right, title, and interest of Grantor in, to, and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Agent as follows:

Section 1. Grant of Security Interest in the Trademark Collateral. Grantor does hereby grant to Grantee, to secure the Secured Obligations, a security interest in all of Grantor’s right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application (other than "intent-to-use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office) referred to in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for: (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto; or (b) injury to the goodwill associated with any of the foregoing.

Section 2. No Other Encumbrances. Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, grant any rights with respect to, or mortgage or otherwise encumber any of the Trademark Collateral.

Section 3. Collateral Agreement. The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

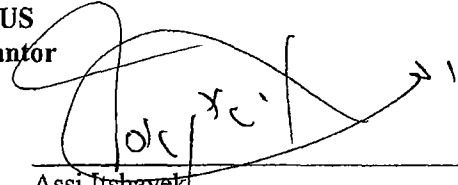
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission of any executed signature page to this Agreement or any other Loan Document shall constitute effective delivery of such signature page.

Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date first written above.

**PLIMUS**  
as Grantor

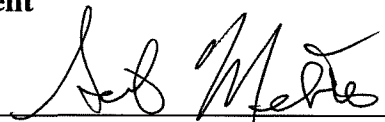
A handwritten signature in black ink, appearing to read 'Assi Itshayek', is written over a horizontal line. The signature is stylized and includes a long horizontal stroke that extends to the right and ends in an arrowhead.

By: \_\_\_\_\_  
Name: Assi Itshayek  
Title: Chief Financial Officer, Treasurer & Secretary

*Trademark Security Agreement Signature Page*

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,  
as Agent**

By:   
Name: Sunil Mehta  
Title: Vice President

*Trademark Security Agreement Acknowledgment Page*

**TRADEMARK  
REEL: 004634 FRAME: 0470**

**SCHEDULE 1**  
to  
**Trademark Security Agreement**

**TRADEMARKS, TRADEMARK REGISTRATIONS, AND TRADEMARK APPLICATIONS**

MARK	COUNTRY	REG/SERIAL No./	CLASS/GOODS AND SERVICES	STATUS
PLIMUS	U.S.A.	Reg. No. 3,802,615	36, BILL PAYMENT SERVICES PROVIDED THROUGH A WEBSITE; CREDIT CARD AND PAYMENT CARD SERVICES; CREDIT CARD PAYMENT PROCESSING SERVICES; ELECTRONIC COMMERCE PAYMENT SERVICES, NAMELY, ESTABLISHING FUNDED ACCOUNTS USED TO PURCHASE GOODS AND SERVICES ON THE INTERNET; MONEY ORDER PAYMENT GUARANTEE SERVICES; PAYMENT PROCESSING SERVICES, NAMELY, CREDIT CARD AND DEBIT CARD TRANSACTION PROCESSING SERVICES; PRE-PAID PURCHASE CARD SERVICES, NAMELY, PROCESSING ELECTRONIC PAYMENTS MADE THROUGH PREPAID CARDS; PRE-PAID PURCHASE CARD SERVICES, NAMELY, PROCESSING ELECTRONIC PAYMENTS THROUGH PRE-PAID CARDS; PROVIDING ELECTRONIC PROCESSING OF ACH AND CREDIT CARD TRANSACTIONS AND ELECTRONIC PAYMENTS VIA A GLOBAL COMPUTER NETWORK; PROVIDING ELECTRONIC PROCESSING OF CREDIT CARD TRANSACTIONS AND ELECTRONIC PAYMENTS VIA A GLOBAL COMPUTER NETWORK; PROVIDING ELECTRONIC PROCESSING OF ELECTRONIC FUNDS TRANSFER, ACH, CREDIT CARD, DEBIT CARD, ELECTRONIC CHECK AND ELECTRONIC PAYMENTS	Registered  6-year Affidavit of Use due 6/15/2016
BUY ANYWARE	U.S.A.	Serial No. 85313087	42, APPLICATION SERVICE PROVIDER FEATURING APPLICATION PROGRAMMING INTERFACE (API) SOFTWARE FOR ALLOWING DATA RETRIEVAL, UPLOAD, ACCESS AND MANAGEMENT	Pending  New application - not yet assigned to Examiner

**TRADEMARK LICENSES**

None.