

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Agency Assignment Agreement (First Lien and Second Lien)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LEHMAN COMMERCIAL PAPER INC.		10/14/2011	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

<b>Name:</b>	BARCLAYS BANK PLC
<b>Street Address:</b>	745 Seventh Avenue
<b>Internal Address:</b>	26th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 62**

Property Type	Number	Word Mark
Serial Number:	77467796	A
Serial Number:	77467783	ADVERTISING KINGS MEDIA GROUP
Serial Number:	77467786	AKMG
Serial Number:	76226730	
Serial Number:	76324662	WHERE SINGLES CLICK
Serial Number:	76225693	LAVALIFE
Serial Number:	76225692	LL LAVALIFE
Serial Number:	75857116	TELEPERSONALS
Serial Number:	78864969	ADAPTIVE MARKETING LLC
Serial Number:	78864897	ADAPTIVE MARKETING LLC
Serial Number:	77118974	CREDIT DIAGNOSIS
Serial Number:	77017524	PRIVACY MATTERS
Serial Number:	77017637	GALLERIA

CH \$1565.00 77467796

**900205424**

**TRADEMARK  
 REEL: 004647 FRAME: 0685**

Serial Number:	77017606	PREMIERHEALTH PLUS
Serial Number:	77017654	SIMPLY YOU
Serial Number:	77017576	PASSPORT TO FUN
Serial Number:	77107542	NETDEGREE
Serial Number:	77107538	DEGREELOANS
Serial Number:	77020013	YOURSAVINGSCLUB
Serial Number:	77020001	HOMEWORKS PLUS
Serial Number:	77017681	VALUEMAX
Serial Number:	77138728	DRIFTWOOD CREDIT
Serial Number:	77169807	NEWIMAGE.COM
Serial Number:	77169800	NEWIMAGE.COM
Serial Number:	77169795	A LIFE CHANGING EXPERIENCE
Serial Number:	77142172	GET MY SAVINGS
Serial Number:	76354113	FORTELLIGENT
Serial Number:	76469044	1800 BODYMONEY
Serial Number:	77020485	24PROTECT PLUS
Serial Number:	77126127	MY CHOICE MEDICAL, INC.
Serial Number:	77126201	IMAGE PLUS PERSONAL MAKEOVER SOFTWARE
Serial Number:	77126190	MAKEOVER CENTERS OF AMERICA.COM
Serial Number:	78401938	BARGAINNETWORK
Serial Number:	78327122	PRICE STORE
Serial Number:	78326422	BARGAIN NETWORK
Serial Number:	78324356	SHOP SMARTER
Serial Number:	78315958	DAILY REWARDS
Serial Number:	78274614	PRICE STORE
Serial Number:	78137118	DON'T GET SOLD
Serial Number:	76332783	NEVER PAY RETAIL AGAIN!
Serial Number:	76332142	BARGAIN NETWORK
Serial Number:	75926422	CENTURYDIRECT
Serial Number:	78947688	VERTRUE
Serial Number:	78947757	GET MORE OUT OF LIFE EVERY DAY.
Serial Number:	78947607	VERTRUE INCORPORATED
Serial Number:	75933990	E-PPRECIATE
Serial Number:	76493828	SURVIVING FAMILY FUND
Serial Number:	77141447	COVERDELL

	76129457	MYHEALTHYSAVINGS.COM
Serial Number:	76083085	HEALTHYSAVINGS.COM
Serial Number:	76219136	SIMPLE ESCAPES
Serial Number:	76116350	MYHEALTHYSAVINGS.COM
Serial Number:	76062444	FIRST FUN
Serial Number:	76054131	MEMBERWORKS
Serial Number:	76054130	MEMBERWORKS
Serial Number:	75512616	PRIVACY PLUS
Serial Number:	75428608	VALUEMAX SHOPPING SERVICE
Serial Number:	75427428	FLY AWAY FREE USA
Serial Number:	75324991	SMART SOURCE
Serial Number:	75301491	24PROTECT
Serial Number:	76378818	LOOKS FOR LESS
Serial Number:	76448840	1-800-PHONEDOCTOR

**CORRESPONDENCE DATA**

Fax Number: (212)822-5096  
 Email: nbrowand@milbank.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP  
 Address Line 1: One Chase Manhattan Plaza  
 Address Line 2: Attn: Nathaniel T. Browand  
 Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	28804.08600
NAME OF SUBMITTER:	Nathaniel T. Browand
Signature:	/Nathaniel T. Browand/
Date:	10/25/2011

**Total Attachments: 18**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") dated as of October 14, 2011 (the "Effective Date"), is made by and between Lehman Commercial Paper Inc., a New York corporation, with an office at 1271 Avenue of the Americas, New York, NY 10020 (the "Assignor") a debtor and debtor in possession under chapter 11 of the Bankruptcy Code (defined below) acting alone or through one or more of its branches as the Administrative Agent and Collateral Agent (in such capacities, the "Existing Agent") under the Credit Agreement (as defined below), and Barclays Bank PLC, a corporation organized in the United Kingdom, with an office at 745 Seventh Avenue, 26th Floor, New York, New York 10019 (the "Assignee").

**WHEREAS**, Velo Holdings Inc. ("Holdings"), Vertrue LLC (formerly Vertrue Incorporated) (the "Existing Borrower"), V2V Holdings LLC (the "Additional Borrower"; together with the Existing Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto, and the Existing Agent, have entered into the First Lien Credit Agreement dated as of August 16, 2007, as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of July 28, 2010 and Amendment No. 2 to First Lien Credit Agreement, dated as of February 11, 2011 (as further amended, restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement");

**WHEREAS**, On October 5, 2008, the Existing Agent commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

**WHEREAS**, the Assignor as the Collateral Agent under (i) that certain First Lien Guarantee and Collateral Agreement dated as of August 16, 2007 among Holdings, the Borrowers, the other Loan Parties party thereto and Assignor (as amended, supplemented or otherwise modified to date, the "GCA"), (ii) that certain Grant of Security Interest in Trademarks among Holdings, the Borrowers, the other Loan Parties party thereto and Assignor, and (iii) that certain Grant of Security Interest in Trademarks by Neverblue Communications, Inc. in favor of Collateral Agent has been granted security interests in the United States Trademarks identified on Schedule A attached hereto and such security interests have been recorded with United States Patent and Trademark Office at the applicable Reel/Frame identified on Schedule A attached hereto;

**WHEREAS**, the Assignor and the Assignee have entered into that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of October 5, 2011 (the "Resignation Agreement"), pursuant to which the Assignor as the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other First Lien Loan Documents and the Assignee has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other First Lien Loan Documents (in such capacities, the "Successor Agent");

**WHEREAS**, as of the Effective Date (as defined in the Resignation Agreement), pursuant to the terms of the Resignation Agreement, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the First Lien Loan Documents and the Successor Agent assumes all such Liens, for its benefit and for the benefit of the Secured Parties;

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Resignation Agreement (as defined below); and

**NOW, THEREFORE**, in consideration of the premises and covenants set forth herein, in the Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby confirms that all right, title and interest in and to the security interests and each of the Liens granted to the Assignor under the First Lien Loan Documents, including, without limitation, the security interest and Liens granted to the Assignor in the Trademarks identified in Schedule A have been conveyed, assigned and transferred to Assignee and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, Assignor hereby conveys, assigns and transfers to Assignee all such right, title and interest in and to such security interests and Liens in the Trademarks identified in Schedule A (the "Assignment").

2. Purpose. This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Resignation Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Resignation Agreement, the terms of the Resignation Agreement shall control.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

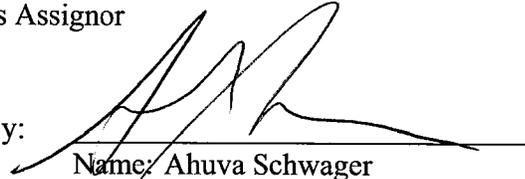
4. Interpretation. This Agreement is a First Lien Loan Document for the purposes of the Credit Agreement.

**[Remainder of page intentionally left blank; signature pages to follow]**

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**LEHMAN COMMERCIAL PAPER, INC.,**  
as Assignor

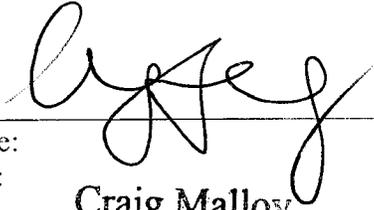
By:

A handwritten signature in black ink, appearing to read 'Ahuva Schwager', is written over a horizontal line. The signature is stylized and cursive.

Name: Ahuva Schwager

Title: Authorized Signatory

BARCLAYS BANK PLC,  
as Assignee

By:   
Name: \_\_\_\_\_  
Title: **Craig Malloy**  
**Director**

Schedule A

**TRADEMARKS**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Record Owner</u>	<u>Reel/Frame #</u>
AKMG "a" and crown	3693553	10/06/2009	77467796	05/07/2008	Neverblue Communications, Inc.	004513/0595
Advertising Kings Media Group	3702651	10/27/2009	77467783	05/07/2008	Neverblue Communications, Inc.	004513/0595
"AKMG"	3693552	10/06/2009	77467786	05/07/2008	Neverblue Communications, Inc.	004513/0595
Design Only (Loops re: Lavalife)	2714284	5-06-2003	76226730	3-16-2001	Lavalife Inc.	003648/0789
WHERE SINGLES CLICK	2710048	4-22-2003	76324662	10-11-2001	Lavalife Inc.	003648/0789
LL Lavalife and Design	2646965	11-05-2002	76225693	3-16-2001	Lavalife Inc.	003648/0789
LL Lavalife and Design	2650457	11-12-2002	76225692	3-16-2001	Lavalife Inc.	003648/0789
TELEPERSONALS and Design	2452755	5-22-2001	75857116	11-24-1999	Lavalife Inc.	003648/0789
ADAPTIVE MARKETING LLC	N/A	N/A	78864969	4-19-2006	Adaptive Marketing LLC	003648/0789
ADAPTIVE MARKETING LLC	N/A	N/A	78864897	4-19-2006	Adaptive Marketing LLC	003648/0789
CREDIT DIAGNOSIS	N/A	N/A	77118974	2-28-2007	Adaptive Marketing LLC	003648/0789
PRIVACY MATTERS	N/A	N/A	77017524	10-10-2006	Adaptive Marketing LLC	003648/0789
GALLERIA	N/A	N/A	77017637	10-10-2006	Adaptive Marketing LLC	003648/0789

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Record Owner</u>	<u>Reel/Frame #</u>
PREMIERHEALTH PLUS	N/A	N/A	77017606	10-10-2006	Adaptive Marketing LLC	003648/0789
SIMPLY YOU	N/A	N/A	77017654	10-10-2006	Adaptive Marketing LLC	003648/0789
PASSPORT TO FUN	N/A	N/A	77017576	10-10-2006	Adaptive Marketing LLC	003648/0789
NETDEGREE	N/A	N/A	77107542	2-14-2007	Adaptive Marketing LLC	003648/0789
DEGREELOANS	N/A	N/A	77107538	2-14-2007	Adaptive Marketing LLC	003648/0789
YOURSAVINGSCL UB	N/A	N/A	77020013	10-12-2006	Adaptive Marketing LLC	003648/0789
24PROTECT PLUS	N/A	N/A	77020485	10-13-2006	Adaptive Marketing LLC	003648/0789
HOMEWORKS PLUS	N/A	N/A	77020001	10-12-2006	Adaptive Marketing LLC	003648/0789
VALUEMAX	N/A	N/A	77017681	10-10-2006	Adaptive Marketing LLC	003648/0789
DRIFTWOOD CREDIT	N/A	N/A	77138728	03-23-2007	Adaptive Marketing LLC	003648/0789
NEWIMAGE.COM and Design	N/A	N/A	77169807	05-1-2007	Adaptive Marketing LLC	003648/0789
NEWIMAGE.COM	N/A	N/A	77169800	05-1-2007	Adaptive Marketing LLC	003648/0789
A LIFE CHANGING EXPERIENCE	N/A	N/A	77169795	05-1-2007	Adaptive Marketing LLC	003648/0789
GET MY SAVINGS	N/A	N/A	77142172	03-28-2007	Adaptive Marketing LLC	003648/0789
FORTELLIGENT	2735491	7-08-2003	76354113	12-31-2001	Adaptive Marketing LLC	003648/0789
1800BODYMONEY and Design	2842406	5-18-2004	76469044	11-21-2002	My Choice Medical Holdings, Inc.	003648/0789

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Record Owner</u>	<u>Reel/Frame #</u>
MY CHOICE MEDICAL, INC. and Design	N/A	N/A	77126127	3-8-2007	My Choice Medical Holdings, Inc.	003648/0789
IMAGE PLUS PERSONAL MAKEOVER SOFTWARE	N/A	N/A	77126201	3-8-2007	My Choice Medical Holdings, Inc.	003648/0789
MAKEOVER CENTERS OF AMERICA.COM and Design	N/A	N/A	77126190	3-8-2007	My Choice Medical Holdings, Inc.	003648/0789
BARGAINNETWO RK	2988363	8-23-2005	78401938	4-14-2004	Bargain Network, Inc.	003648/0789
PRICE STORE	2937885	4-05-2005	78327122	11-12-2003	Bargain Network, Inc.	003648/0789
BARGAIN NETWORK	2988351	8-23-2005	78326422	11-11-2003	Bargain Network, Inc.	003648/0789
SHOP SMARTER	2939835	4-12-2005	78324356	11-06-2003	Bargain Network, Inc.	003648/0789
DAILY REWARDS	2945953	5-03-2005	78315958	10-20-2003	Bargain Network, Inc.	003648/0789
PRICE STORE and Design	2897277	10-26-2004	78274614	7-15-2003	Bargain Network, Inc.	003648/0789
DON'T GET SOLD	2936769	3-29-2005	78137118	6-19-2002	Bargain Network, Inc.	003648/0789
NEVER PAY RETAIL AGAIN!	2615169	9-03-2002	76332783	10-30-2001	Bargain Network, Inc.	003648/0789
BARGAIN NETWORK and Design	2815445	2-17-2004	76332142	10-30-2001	Bargain Network, Inc.	003648/0789
CENTURYDIRECT	2447748	5-1-2001	75926422	2-23-2000	Bargain Network, Inc.	003648/0789
VERTRUE and Design	3534196	N/A	78947688	8-08-2006	Vertrue LLC	003648/0789

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Record Owner</u>	<u>Reel/Frame #</u>
GET MORE OUT OF LIFE EVERY DAY.	3385577	N/A	78947757	8-08-2006	Vertrue LLC	003648/0789
VERTRUE INCORPORATED	3369406	N/A	78947607	8-08-2006	Vertrue LLC	003648/0789
E-PRECIATE	2611364	8-27-2002	75933990	2-22-2000	Coverdell & Company, Inc.	003648/0789
SURVIVING FAMILY FUND	2928174	2-22-2005	76493828	3-03-2003	Coverdell & Company	003648/0789
COVERDELL and Design	N/A	N/A	77141447	03-27-2007	Coverdell & Company, Inc.	003648/0789
MYHEALTHYSAVI NGS.COM and Design	2608111	8-13-2002	76129457	9-15-2000	Adaptive Marketing LLC	003648/0789
HEALTHYSAVING S.COM and Design	2568309	5-07-2002	76083085	7-05-2002	Adaptive Marketing LLC	003648/0789
SIMPLE ESCAPES	2725236	6-10-2003	76219136	3-02-2001	Adaptive Marketing LLC	003648/0789
MYHEALTHYSAVI NGS.COM	2629068	10-01-2002	76116350	8-24-2000	Adaptive Marketing LLC	003648/0789
FIRST FUN	2605543	8-06-2002	76062444	6-05-2000	Adaptive Marketing LLC	003648/0789
MEMBERWORKS and Design	2457259	6-05-2001	76054131	5-23-2000	Adaptive Marketing LLC	003648/0789
MEMBERWORKS	2455271	5-29-2001	76054130	5-23-2000	Adaptive Marketing LLC	003648/0789
PRIVACY PLUS	2591915	7-09-2002	75512616	7-02-1998	Adaptive Marketing LLC	003648/0789
VALUEMAX SHOPPING SERVICE	2495237	10-09-2001	75428608	2-03-1998	Adaptive Marketing LLC	003648/0789
FLY AWAY FREE USA	2417914	1-02-2001	75427428	2-02-1998	Adaptive Marketing LLC	003648/0789

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Record Owner</u>	<u>Reel/Frame #</u>
SMART SOURCE	2697997	3-18-2003	75324991	7-15-1997	Adaptive Marketing LLC	003648/0789
24PROTECT	2393829	10-10-2000	75301491	6-02-1997	Adaptive Marketing LLC	003648/0789
LOOKS FOR LESS	2654409	11-26-2002	76378818	3-7-2002	My Choice Medical Holdings, Inc.	003648/0789
1-800- PHONEDOCTOR and Design	2918370	1-18-2005	76448840	9-12-2002	My Choice Medical Holdings, Inc.	003648/0789

**TRADEMARK ASSIGNMENT AGREEMENT**

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WHEREAS, Velo Holdings Inc. ("Holdings"), Vertrue LLC (formerly Vertrue Incorporated) (the "Existing Borrower"), V2V Holdings LLC (the "Additional Borrower"; together with the Existing Borrower, the "Borrowers"), the several banks and other financial institutions or entities from time to time parties thereto, and the Existing Agent, have entered into the Second Lien Credit Agreement dated as of August 16, 2007, as amended by Amendment No. 1 to Second Lien Credit Agreement, dated as of July 28, 2010 and Amendment No. 2 to Second Lien Credit Agreement, dated as of February 11, 2011 (as further amended, restated, supplemented or otherwise modified to the date hereof, the "Credit Agreement");

WHEREAS, On October 5, 2008, the Existing Agent commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code");

WHEREAS, the Assignor as the Collateral Agent under (i) that certain Second Lien Guarantee and Collateral Agreement dated as of August 16, 2007 among Holdings, the Borrowers, the other Loan Parties party thereto and Assignor (as amended, supplemented or otherwise modified to date, the "GCA"), (ii) that certain Grant of Security Interest in Trademarks among Holdings, the Borrowers, the other Loan Parties party thereto and Assignor, and (iii) that certain Grant of Security Interest in Trademarks by Neverblue Communications, Inc. in favor of Collateral Agent has been granted security interests in the United States Trademarks identified on Schedule A attached hereto and such security interests have been recorded with United States Patent and Trademark Office at the applicable Reel/Frame identified on Schedule A attached hereto;

WHEREAS, the Assignor and the Assignee have entered into that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of October 5, 2011 (the "Resignation Agreement"), pursuant to which the Assignor as the Existing Agent has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Second Lien Loan Documents and the Assignee has been appointed as successor Administrative Agent and successor Collateral Agent under the Credit Agreement and the other Second Lien Loan Documents (in such capacities, the "Successor Agent");

WHEREAS, as of the Effective Date (as defined in the Resignation Agreement), pursuant to the terms of the Resignation Agreement, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the Second Lien Loan Documents and the Successor Agent assumes all such Liens, for its benefit and for the benefit of the Secured Parties;

**WHEREAS**, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Resignation Agreement (as defined below); and

**NOW, THEREFORE**, in consideration of the premises and covenants set forth herein, in the Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby confirms that all right, title and interest in and to the security interests and each of the Liens granted to the Assignor under the Second Lien Loan Documents, including, without limitation, the security interest and Liens granted to the Assignor in the Trademarks identified in Schedule A have been conveyed, assigned and transferred to Assignee and its successors with all goodwill associated therewith, and to the extent that any such right, title or interest has not been so conveyed, assigned and transferred, Assignor hereby conveys, assigns and transfers to Assignee all such right, title and interest in and to such security interests and Liens in the Trademarks identified in Schedule A (the "Assignment").

2. **Purpose.** This Agreement has been executed and delivered by the Assignor for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. The Assignment confirmed herein has been assigned in connection with the Resignation Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Resignation Agreement, the terms of the Resignation Agreement shall control.

3. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

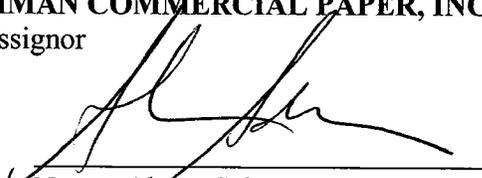
4. **Interpretation.** This Agreement is a Second Lien Loan Document for the purposes of the Credit Agreement.

**[Remainder of page intentionally left blank; signature pages to follow]**

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

**LEHMAN COMMERCIAL PAPER, INC.,**  
as Assignor

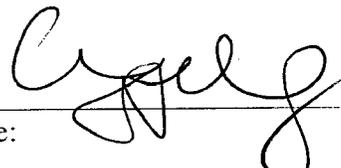
By:



Name: Ahava Schwager

Title: Authorized Signatory

BARCLAYS BANK PLC,  
as Assignee

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Craig Malloy**  
**Director**

**Schedule A**

**TRADEMARKS**

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame #
AKMG "a" and crown	3693553	10/06/2009	77467796	05/07/2008	Neverblue Communications, Inc.	004513/0595
Advertising Kings Media Group	3702651	10/27/2009	77467783	05/07/2008	Neverblue Communications, Inc.	004513/0595
"AKMG"	3693552	10/06/2009	77467786	05/07/2008	Neverblue Communications, Inc.	004513/0595
Design Only (Loops re: Lavalife)	2714284	5-06-2003	76226730	3-16-2001	Lavalife Inc.	003648/0789
WHERE SINGLES CLICK	2710048	4-22-2003	76324662	10-11-2001	Lavalife Inc.	003648/0789
LL Lavalife and Design	2646965	11-05-2002	76225693	3-16-2001	Lavalife Inc.	003648/0789
LL Lavalife and Design	2650457	11-12-2002	76225692	3-16-2001	Lavalife Inc.	003648/0789
TELEPERSONALS and Design	2452755	5-22-2001	75857116	11-24-1999	Lavalife Inc.	003648/0789
ADAPTIVE MARKETING LLC	N/A	N/A	78864969	4-19-2006	Adaptive Marketing LLC	003648/0789
ADAPTIVE MARKETING LLC	N/A	N/A	78864897	4-19-2006	Adaptive Marketing LLC	003648/0789
CREDIT DIAGNOSIS	N/A	N/A	77118974	2-28-2007	Adaptive Marketing LLC	003648/0789
PRIVACY MATTERS	N/A	N/A	77017524	10-10-2006	Adaptive Marketing LLC	003648/0789
GALLERIA	N/A	N/A	77017637	10-10-2006	Adaptive Marketing LLC	003648/0789

**TRADEMARK**

**REEL: 004647 FRAME: 0702**

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Serial/Frame
PREMIERHEALTH PLUS	N/A	N/A	77017606	10-10-2006	Adaptive Marketing LLC	003648/0789
SIMPLY YOU	N/A	N/A	77017654	10-10-2006	Adaptive Marketing LLC	003648/0789
PASSPORT TO FUN	N/A	N/A	77017576	10-10-2006	Adaptive Marketing LLC	003648/0789
NETDEGREE	N/A	N/A	77107542	2-14-2007	Adaptive Marketing LLC	003648/0789
DEGREELOANS	N/A	N/A	77107538	2-14-2007	Adaptive Marketing LLC	003648/0789
YOURSAVINGSCLUB	N/A	N/A	77020013	10-12-2006	Adaptive Marketing LLC	003648/0789
24PROTECT PLUS	N/A	N/A	77020485	10-13-2006	Adaptive Marketing LLC	003648/0789
HOMEWORKS PLUS	N/A	N/A	77020001	10-12-2006	Adaptive Marketing LLC	003648/0789
VALUEMAX	N/A	N/A	77017681	10-10-2006	Adaptive Marketing LLC	003648/0789
DRIFTWOOD CREDIT	N/A	N/A	77138728	03-23-2007	Adaptive Marketing LLC	003648/0789
NEWIMAGE.COM and Design	N/A	N/A	77169807	05-1-2007	Adaptive Marketing LLC	003648/0789
NEWIMAGE.COM	N/A	N/A	77169800	05-1-2007	Adaptive Marketing LLC	003648/0789
A LIFE CHANGING EXPERIENCE	N/A	N/A	77169795	05-1-2007	Adaptive Marketing LLC	003648/0789
GET MY SAVINGS	N/A	N/A	77142172	03-28-2007	Adaptive Marketing LLC	003648/0789
FORTELLIGENT	2735491	7-08-2003	76354113	12-31-2001	Adaptive Marketing LLC	003648/0789
1800BODYMONEY and Design	2842406	5-18-2004	76469044	11-21-2002	My Choice Medical Holdings, Inc.	003648/0789

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reference
MY CHOICE MEDICAL, INC. and Design	N/A	N/A	77126127	3-8-2007	My Choice Medical Holdings, Inc.	003648/0789
IMAGE PLUS PERSONAL MAKEOVER SOFTWARE	N/A	N/A	77126201	3-8-2007	My Choice Medical Holdings, Inc.	003648/0789
MAKEOVER CENTERS OF AMERICA.COM and Design	N/A	N/A	77126190	3-8-2007	My Choice Medical Holdings, Inc.	003648/0789
BARGAINNETWO RK	2988363	8-23-2005	78401938	4-14-2004	Bargain Network, Inc.	003648/0789
PRICE STORE	2937885	4-05-2005	78327122	11-12-2003	Bargain Network, Inc.	003648/0789
BARGAIN NETWORK	2988351	8-23-2005	78326422	11-11-2003	Bargain Network, Inc.	003648/0789
SHOP SMARTER	2939835	4-12-2005	78324356	11-06-2003	Bargain Network, Inc.	003648/0789
DAILY REWARDS	2945953	5-03-2005	78315958	10-20-2003	Bargain Network, Inc.	003648/0789
PRICE STORE and Design	2897277	10-26-2004	78274614	7-15-2003	Bargain Network, Inc.	003648/0789
DON'T GET SOLD	2936769	3-29-2005	78137118	6-19-2002	Bargain Network, Inc.	003648/0789
NEVER PAY RETAIL AGAIN!	2615169	9-03-2002	76332783	10-30-2001	Bargain Network, Inc.	003648/0789
BARGAIN NETWORK and Design	2815445	2-17-2004	76332142	10-30-2001	Bargain Network, Inc.	003648/0789
CENTURYDIRECT	2447748	5-1-2001	75926422	2-23-2000	Bargain Network, Inc.	003648/0789

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reference
VERTRUE and Design	3534196	N/A	78947688	8-08-2006	Vertrue LLC	003648/0789
GET MORE OUT OF LIFE EVERY DAY.	3385577	N/A	78947757	8-08-2006	Vertrue LLC	003648/0789
VERTRUE INCORPORATED	3369406	N/A	78947607	8-08-2006	Vertrue LLC	003648/0789
E-PPRECIATE	2611364	8-27-2002	75933990	2-22-2000	Coverdell & Company, Inc.	003648/0789
SURVIVING FAMILY FUND	2928174	2-22-2005	76493828	3-03-2003	Coverdell & Company	003648/0789
COVERDELL and Design	N/A	N/A	77141447	03-27-2007	Coverdell & Company, Inc.	003648/0789
MYHEALTHYSAVI NGS.COM and Design	2608111	8-13-2002	76129457	9-15-2000	Adaptive Marketing LLC	003648/0789
HEALTHYSAVING S.COM and Design	2568309	5-07-2002	76083085	7-05-2002	Adaptive Marketing LLC	003648/0789
SIMPLE ESCAPES	2725236	6-10-2003	76219136	3-02-2001	Adaptive Marketing LLC	003648/0789
MYHEALTHYSAVI NGS.COM	2629068	10-01-2002	76116350	8-24-2000	Adaptive Marketing LLC	003648/0789
FIRST FUN	2605543	8-06-2002	76062444	6-05-2000	Adaptive Marketing LLC	003648/0789
MEMBERWORKS and Design	2457259	6-05-2001	76054131	5-23-2000	Adaptive Marketing LLC	003648/0789
MEMBERWORKS	2455271	5-29-2001	76054130	5-23-2000	Adaptive Marketing LLC	003648/0789
PRIVACY PLUS	2591915	7-09-2002	75512616	7-02-1998	Adaptive Marketing LLC	003648/0789
VALUEMAX SHOPPING SERVICE	2495237	10-09-2001	75428608	2-03-1998	Adaptive Marketing LLC	003648/0789

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Rec/Framing
FLY AWAY FREE USA	2417914	1-02-2001	75427428	2-02-1998	Adaptive Marketing LLC	003648/0789
SMART SOURCE	2697997	3-18-2003	75324991	7-15-1997	Adaptive Marketing LLC	003648/0789
24PROTECT	2393829	10-10-2000	75301491	6-02-1997	Adaptive Marketing LLC	003648/0789
LOOKS FOR LESS	2654409	11-26-2002	76378818	3-7-2002	My Choice Medical Holdings, Inc.	003648/0789
1-800- PHONEDOCTOR and Design	2918370	1-18-2005	76448840	9-12-2002	My Choice Medical Holdings, Inc.	003648/0789