TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Substitution of Agent in Intellectual Property (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		12/09/2011	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	1100 North Market Street
Internal Address:	Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	3693553	A
Registration Number:	3702651	ADVERTISING KINGS MEDIA GROUP
Registration Number:	3693552	AKMG
Registration Number:	2714284	
Registration Number:	2710048	WHERE SINGLES CLICK
Registration Number:	2646965	LAVALIFE
Registration Number:	2650457	LL LAVALIFE
Registration Number:	2452755	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

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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:	77020485	24PROTECT PLUS
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
Registration Number:	2735491	FORTELLIGENT
Registration Number:	2842406	1800 BODYMONEY
Serial Number:	77126127	MY CHOICE MEDICAL, INC.
Serial Number:	77126201	IMAGE PLUS PERSONAL MAKEOVER SOFTWARE
Serial Number:	77126190	MAKEOVER CENTERS OF AMERICA.COM
Registration Number:	2988363	BARGAINNETWORK
Registration Number:	2937885	PRICE STORE
Registration Number:	2988351	BARGAIN NETWORK
Registration Number:	2939835	SHOP SMARTER
Registration Number:	2945953	DAILY REWARDS
Registration Number:	2897277	PRICE STORE
Registration Number:	2936769	DON'T GET SOLD
Registration Number:	2615169	NEVER PAY RETAIL AGAIN!
Registration Number:	2815445	BARGAIN NETWORK
Registration Number:	2447748	CENTURYDIRECT
Registration Number:	3534196	VERTRUE
Registration Number:	3385577	GET MORE OUT OF LIFE EVERY DAY.
Registration Number:	3369406	VERTRUE INCORPORATED
Registration Number:	2611364	E-PPRECIATE
Registration Number:	2928174	SURVIVING FAMILY FUND
Serial Number:	77141447	COVERDELL

	2608111	MYHEALTHYSAVINGS.COM
Registration Number:	2568309	HEALTHYSAVINGS.COM
Registration Number:	2725236	SIMPLE ESCAPES
Registration Number:	2629068	MYHEALTHYSAVINGS.COM
Registration Number:	2605543	FIRST FUN
Registration Number:	2457259	MEMBERWORKS
Registration Number:	2455271	MEMBERWORKS
Registration Number:	2591915	PRIVACY PLUS
Registration Number:	2495237	VALUEMAX SHOPPING SERVICE
Registration Number:	2417914	FLY AWAY FREE USA
Registration Number:	2697997	SMART SOURCE
Registration Number:	2393829	24PROTECT
Registration Number:	2654409	LOOKS FOR LESS
Registration Number:	2918370	1-800-PHONEDOCTOR

CORRESPONDENCE DATA

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	TBA
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	12/20/2011

Total Attachments: 12
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Execution Version

NOTICE OF SUBSTITUTION OF AGENT IN INTELLECTUAL PROPERTY

This NOTICE OF SUBSTITUTION OF AGENT IN INTELLECTUAL PROPERTY ("Agreement") dated as of December 9, 2011 (the "Effective Date"), is made by and between 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 "Assignor"), as Administrative Agent and Collateral Agent (in such capacities, the "Existing Agent"), and Wilmington Trust, National Association, a national banking association organized under the laws of the United States of America, with an office at 1100 North Market Street, Rodney Square North, Wilmington, Delaware 19890 (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 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, 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, (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 Second Lien Amendment, Resignation, Waiver, Consent and Appointment Agreement, dated as of the date hereof (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 (as defined in the Second Lien Loan Documents) 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; 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:

TRADEMARK
REEL: 004683 FRAME: 0235

1. Assignment. Assignor hereby confirms that all right, title and interest in and to the security interests and each of the Liens (as defined in the Second Lien Loan Documents) 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 indentified 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]

TRADEMARK
REEL: 004683 FRAME: 0236

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.

BARCLAYS BANK PLC,
as Assignor

By: _____
Name: David Sawyer
Title: Managing Director

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Assignee

By: _____
Name: James Hanley
Title: Vice President

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.	004647/0685
Advertising Kings Media Group	3702651	10-27-2009	77467783	05-07-2008	Neverblue Communications, Inc.	004647/0685
"AKMG"	3693552	10-06-2009	77467786	05-07-2008	Neverblue Communications, Inc.	004647/0685
Design Only (Loops re: LAVALIFE)	2714284	5-06-2003	76226730	3-16-2001	Lavalife Inc.	004647/0685
WHERE SINGLES CLICK	2710048	4-22-2003	76324662	10-11-2001	Lavalife Inc.	004647/0685
LL LAVALIFE and Design	2646965	11-05-2002	76225693	3-16-2001	Lavalife Inc.	004647/0685
LL LAVALIFE and Design	2650457	11-12-2002	76225692	3-16-2001	Lavalife Inc.	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
TELEPERSONALS and Design	2452755	5-22-2001	75857116	11-24-1999	Lavalife Inc.	004647/0685
ADAPTIVE MARKETING LLC	N/A	N/A	78864969	4-19-2006	Adaptive Marketing LLC	004647/0685
ADAPTIVE MARKETING LLC	N/A	N/A	78864897	4-19-2006	Adaptive Marketing LLC	004647/0685
CREDIT DIAGNOSIS	N/A	N/A	77118974	2-28-2007	Adaptive Marketing LLC	004647/0685
PRIVACY MATTERS	N/A	N/A	77017524	10-10-2006	Adaptive Marketing LLC	004647/0685
GALLERIA	N/A	N/A	77017637	10-10-2006	Adaptive Marketing LLC	004647/0685
PREMIERHEALTH PLUS	N/A	N/A	77017606	10-10-2006	Adaptive Marketing LLC	004647/0685
SIMPLY YOU	N/A	N/A	77017654	10-10-2006	Adaptive Marketing LLC	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
PASSPORT TO FUN	N/A	N/A	77017576	10-10-2006	Adaptive Marketing LLC	004647/0685
NETDEGREE	N/A	N/A	77107542	2-14-2007	Adaptive Marketing LLC	004647/0685
DEGREELOANS	N/A	N/A	77107538	2-14-2007	Adaptive Marketing LLC	004647/0685
YOURSAVINGSCLUB	N/A	N/A	77020013	10-12-2006	Adaptive Marketing LLC	004647/0685
24PROTECT PLUS	N/A	N/A	77020485	10-13-2006	Adaptive Marketing LLC	004647/0685
HOMEWORKS PLUS	N/A	N/A	77020001	10-12-2006	Adaptive Marketing LLC	004647/0685
VALUEMAX	N/A	N/A	77017681	10-10-2006	Adaptive Marketing LLC	004647/0685
DRIFTWOOD CREDIT	N/A	N/A	77138728	03-23-2007	Adaptive Marketing LLC	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
NEWIMAGE.COM and Design	N/A	N/A	77169807	05-1-2007	Adaptive Marketing LLC	004647/0685
NEWIMAGE.COM	N/A	N/A	77169800	05-1-2007	Adaptive Marketing LLC	004647/0685
A LIFE CHANGING EXPERIENCE	N/A	N/A	77169795	05-1-2007	Adaptive Marketing LLC	004647/0685
GET MY SAVINGS	N/A	N/A	77142172	03-28-2007	Adaptive Marketing LLC	004647/0685
FORTELLIGENT	2735491	7-08-2003	76354113	12-31-2001	Adaptive Marketing LLC	004647/0685
1800BODYMONEY and Design	2842406	5-18-2004	76469044	11-21-2002	My. Choice Medical Holdings, Inc.	004647/0685
MY CHOICE MEDICAL, INC. and Design	N/A	N/A	77126127	3-8-2007	My Choice Medical Holdings, Inc	004647/0685
IMAGE PLUS PERSONAL MAKEOVER SOFTWARE	N/A	N/A	77126201	3-8-2007	My Choice Medical Holdings, Inc.	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
MAKEOVER CENTERS OF AMERICA.COM and Design	N/A	N/A	77126190	3-8-2007	My Choice Medical Holdings, Inc.	004647/0685
BARGAINNETWORK	2988363	8-23-2005	78401938	4-14-2004	Bargain Network, Inc.	004647/0685
PRICE STORE	2937885	4-05-2005	78327122	11-12-2003	Bargain Network, Inc.	004647/0685
BARGAIN NETWORK	2988351	8-23-2005	78326422	11-11-2003	Bargain Network, Inc.	004647/0685
SHOP SMARTER	2939835	4-12-2005	78324356	11-06-2003	Bargain Network, Inc.	004647/0685
DAILY REWARDS	2945953	5-03-2005	78315958	10-20-2003	Bargain Network, Inc.	004647/0685
PRICE STORE and Design	2897277	10-26-2004	78274614	7-15-2003	Bargain Network, Inc.	004647/0685
DON'T GET SOLD	2936769	3-29-2005	78137118	6-19-2002	Bargain Network, Inc.	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
NEVER PAY RETAIL AGAIN!	2615169	9-03-2002	76332783	10-30-2001	Bargain Network, Inc.	004647/0685
BARGAIN NETWORK and Design	2815445	2-17-2004	76332142	10-30-2001	Bargain Network, Inc.	004647/0685
CENTURYDIRECT	2447748	5-1-2001	75926422	2-23-2000	Bargain Network, Inc.	004647/0685
VERTRUE and Design	3534196	N/A	78947688	8-08-2006	Vertrue LLC	004647/0685
GET MORE OUT OF LIFE EVERY DAY.	3385577	N/A	78947757	8-08-2006	Vertrue LLC	004647/0685
VERTRUE INCORPORATED	3369406	N/A	78947607	8-08-2006	Vertrue LLC	004647/0685
E-PPRECIATE	2611364	8-27-2002	75933990	2-22-2000	Coverdell & Company, Inc.	004647/0685
SURVIVING FAMILY FUND	2928174	2-22-2005	76493828	3-03-2003	Coverdell & Company	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
COVERDELL and Design	N/A	N/A	77141447	03-27-2007	Coverdell & Company, Inc.	004647/0685
MYHEALTHYSAVINGS.COM and Design	2608111	8-13-2002	76129457	9-15-2000	Adaptive Marketing LLC	004647/0685
HEALTHYSAVINGS.COM and Design	2568309	5-07-2002	76083085	7-05-2002	Adaptive Marketing LLC	004647/0685
SIMPLE ESCAPES	2725236	6-10-2003	76219136	3-02-2001	Adaptive Marketing LLC	004647/0685
MYHEALTHYSAVINGS.COM	2629068	10-01-2002	76116350	8-24-2000	Adaptive Marketing LLC	004647/0685
FIRST FUN	2605543	8-06-2002	76062444	6-05-2000	Adaptive Marketing LLC	004647/0685
MEMBERWORKS and Design	2457259	6-05-2001	76054131	5-23-2000	Adaptive Marketing LLC	004647/0685
MEMBERWORKS	2455271	5-29-2001	76054130	5-23-2000	Adaptive Marketing LLC	004647/0685

Trademark	Registration Number	Registration Date	Application Number	Application Date	Record Owner	Reel/Frame#
PRIVACY PLUS	2591915	7-09-2002	75512616	7-02-1998	Adaptive Marketing LLC	004647/0685
VALUEMAX SHOPPING SERVICE	2495237	10-09-2001	75428608	2-03-1998	Adaptive Marketing LLC	004647/0685
FLY AWAY FREE USA	2417914	1-02-2001	75427428	2-02-1998	Adaptive Marketing LLC	004647/0685
SMART SOURCE	2697997	3-18-2003	75324991	7-15-1997	Adaptive Marketing LLC	004647/0685
24PROTECT	2393829	10-10-2000	75301491	6-02-1997	Adaptive Marketing LLC	004647/0685
LOOKS FOR LESS	2654409	11-26-2002	76378818	3-7-2002	My Choice Medical Holdings, Inc.	004647/0685
1-800- PHONEDOCTOR and Design	2918370	1-18-2005	76448840	9-12-2002	My Choice Medical Holdings, Inc.	004647/0685