

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
BlueSnap, Inc.		09/14/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Great Hill Equity Partners, L.P.
Street Address:	1 Liberty Square
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Great Hill Investors, LLC
Street Address:	1 Liberty Square
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	LIMITED LIABILITY COMPANY: MASSACHUSETTS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3802615	PLIMUS
Serial Number:	85313087	BUY ANYWARE

CORRESPONDENCE DATA

Fax Number: 3128622200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312-862-6371
 Email: renee.prescan@kirkland.com
 Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 13340-1 RMP

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 09/14/2012

Total Attachments: 5

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THE LIEN CREATED BY THIS TRADEMARK SECURITY AGREEMENT IS JUNIOR AND SUBORDINATE TO THE LIEN ON SUCH PROPERTY CREATED BY ANY MORTGAGE, DEED OF TRUST OR SIMILAR INSTRUMENT NOW OR HEREAFTER GRANTED TO MADISON CAPITAL FUNDING LLC, AS ADMINISTRATIVE AGENT, AND ITS SUCCESSORS AND PERMITTED ASSIGNS, IN SUCH PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF SEPTEMBER 14, 2012 AMONG MADISON CAPITAL FUNDING LLC, AS ADMINISTRATIVE AGENT, GREAT HILL EQUITY PARTNERS IV, L.P., AS SECOND PRIORITY REPRESENTATIVE, AND THE LOAN PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2012 (“Trademark Security Agreement”), is made by BlueSnap, Inc., a California corporation (herein referred to as “Grantor”), in favor of Payee (as such term is 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 Senior Subordinated Secured Promissory Note dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the “Subordinated Note”) issued by Grantor in favor of Great Hill Equity Partners, L.P., a Delaware limited partnership (“Partners”) and Great Hill Investors, LLC, a Massachusetts limited liability company (“Investors” and collectively referred to herein with Partners as the “Payee” or “Grantee”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (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 the Grantor and the other grantors party thereto in favor of the Grantee, Grantor has granted to Grantee, 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 Grantee 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 Subordinated Note, 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 Subordinated 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.

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

**BLUESNAP, INC.,
as Grantor**

By:

Name:

Title:



Ralph Dangelmaier


President

ACKNOWLEDGED:

GREAT HILL EQUITY PARTNERS IV, L.P.

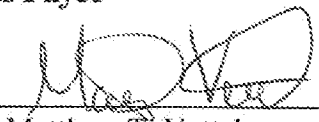
By: Great Hill Partners GP IV, LP
Its: General Partner

By: GHP IV, LLC
Its: General Partner

By: 

Name: Matthew T. Vettel
Its: Manager

**GREAT HILL EQUITY INVESTORS,
LLC, as Payee**

By: 

Name: Matthew T. Vettel
Its: Manager

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.