

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------------|---|--------------------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| YourMembership Acquisition Company | | 01/24/2012 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | DeerPath Funding, LP | | |
| Street Address: | 405 Lexington Avenue, 71ST Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10174 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3411154 | THE COMPLETE ONLINE MEMBER COMMUNITY | |
| Registration Number: | 3452421 | YOURMEMBERSHIP.COM | |
| Registration Number: | 3840028 | SOCIALCONNECT | |
| Registration Number: | 3935272 | YOURAPP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7132266215 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 713.226.6615 | | |
| Email: | patmail@porterhedges.com | | |
| Correspondent Name: | Timothy S. Westby | | |
| Address Line 1: | P.O. Box 4078 | | |
| Address Line 4: | Houston, TEXAS 77002 | | |
| ATTORNEY DOCKET NUMBER: | 010997-0036 | | |

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|---|---------------------|
| NAME OF SUBMITTER: | Timothy S. Westby |
| Signature: | /Timothy S. Westby/ |
| Date: | 09/19/2012 |
| Total Attachments: 5 source=SecAgreement#page1.tif source=SecAgreement#page2.tif source=SecAgreement#page3.tif source=SecAgreement#page4.tif source=SecAgreement#page5.tif | |

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2012 (the "*Agreement*"), between YOURMEMBERSHIP ACQUISITION COMPANY, a Florida corporation which on the date hereof will change its name to YourMembership.com, Inc. (the "*Debtor*"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("*Deerpath*"), as administrative agent and collateral agent (in such capacities, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and YOURMEMBERSHIP HOLDING COMPANY, a Delaware corporation ("*Holdings*") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Loan Agreement*"), by and among Debtor, Holdings and the other borrowers from time to time party thereto, as borrowers ("*Borrowers*"), the lenders from time to time party thereto, as lenders (collectively, the "*Lenders*"), and Deerpath, as administrative agent and collateral agent for itself and the other Lenders;

WHEREAS, Borrowers are parties to that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Security Agreement*"), among Borrowers and Secured Party, pursuant to which Borrowers granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

WHEREAS, as a condition precedent to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (other than unasserted contingent obligations) and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

DEBTOR:

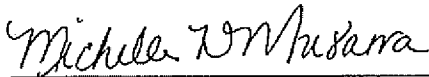
YOURMEMBERSHIP ACQUISITION COMPANY
a Florida corporation

By: 

Name: Joseph Manning
Title: Vice President and Secretary

STATE OF Ohio)
COUNTY OF Cuyahoga) ss.

This instrument was acknowledged before me on January 24, 2012, by Joseph Manning, Vice President and Secretary of YOURMEMBERSHIP ACQUISITION COMPANY, a Florida corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.


Notary Public in and for the State of Ohio

MICHELLE L. MUSARRA
Notary Public, State of Ohio
Recorded in Cuyahoga County
Exp 11/29/2015

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: James H. Kirby
Name: James H. Kirby
Title: President

STATE OF New York)
) ss.
COUNTY OF New York)

This instrument was acknowledged before me on May 14, 2012, by James H. Kirby, President of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Dorothea J. McCormick
Notary Public in and for the State of New York

DOROTHEA J MCCORMICK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01MC6157939
Qualified in New York County
Commission Expires December 11, 2014

Schedule 1
to
Patent and Trademark Security Agreement

US TRADEMARKS

| Trademark | Registration Number | Owner of Record | Registration Date |
|--------------------------------------|----------------------------|--|--------------------------|
| THE COMPLETE ONLINE MEMBER COMMUNITY | 3411154 | YourMembership.com, Inc. (Florida Corporation) | April 8, 2008 |
| YOURMEMBERSHIP.COM | 3452421 | YourMembership.com, Inc. (Florida Corporation) | June 24, 2008 |
| SOCIALCONNECT | 3840028 | YourMembership.com, Inc. (Florida Corporation) | August 31, 2010 |
| YOURAPP | 3935272 | YourMembership.com, Inc. (Florida Corporation) | March 22, 2011 |

STATE TRADEMARKS

None.

FOREIGN TRADEMARKS

None.

PATENTS

None.

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

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