

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
1-800-GIFTCARD.COM, INC.		09/19/2012	CORPORATION: TEXAS
CardLab, Inc.		09/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Maynard E. Small Living Trust Under Agreement Dated May 18, 2011
Street Address:	3100 Broadway
Internal Address:	Suite 227
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64111
Entity Type:	TRUST: MISSOURI
Composed Of:	<ul style="list-style-type: none"> Maynard E. Small, UNITED STATES, INDIVIDUAL

Name:	Susan Smith
Street Address:	8118 Talbot Lane
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Trevor Smith
Street Address:	8118 Talbot Lane
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Phillip Smith
Street Address:	8118 Talbot Lane

CH \$65.00 85596683

City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Nicole Smith
Street Address:	8118 Talbot Lane
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Timothy Smith
Street Address:	8118 Talbot Lane
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85596683	GIFTCARD.COM
Registration Number:	2032430	1-800-GIFT CARD

CORRESPONDENCE DATA

Fax Number: 8167531536
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 816.374.0523
 Email: uspt@polsinelli.com
 Correspondent Name: Marcia J. Rodgers
 Address Line 1: 700 West 47th Street
 Address Line 2: Suite 1000
 Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	070298/445869
NAME OF SUBMITTER:	Marcia J. Rodgers
Signature:	/Marcia J. Rodgers/
Date:	09/21/2012

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SECURITY AGREEMENT

This Security Agreement, dated as of September 19, 2012 (this "**Agreement**"), is by and among the Maynard E. Small Living Trust under Agreement Dated May 18, 2011 (the "**Small Trust**"), Susan Smith, Trevor Smith, Phillip Smith, Nicole Smith, and Timothy Smith (collectively, "**Secured Parties**"), 1-800-GIFTCARD.COM, INC., a Texas corporation (the "**Company**"), and CardLab, Inc., a Delaware corporation ("**Purchaser**" and, together with the Company, sometimes referred to herein collectively as the "**Borrowers**," and individually as a "**Borrower**"). Secured Parties, the Company and Purchaser are sometimes each referred to herein as a "**Party**" and collectively, as the "**Parties**".

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Agreement by the Parties, the Borrowers executed and delivered to Secured Parties (i) that certain Stock Purchase Agreement of even date herewith (the "**Purchase Agreement**"), and (ii) that certain Secured Promissory Note, of even date herewith, in the original principal amount of \$3,750,000 (the "**Promissory Note**");

WHEREAS, as a condition precedent to the obligation of Secured Parties to accept the Promissory Note, Secured Parties have required that the Borrowers execute and deliver this Agreement to Secured Parties in order to secure the Borrowers' performance of their obligations under the Promissory Note and Loan Documents; and

WHEREAS, as a material inducement to and condition of Secured Parties in entering into the Purchase Agreement and accepting the Promissory Note, and in consideration thereof, the Company has agreed to be a party to the Purchase Agreement and co-maker with Purchaser under the Promissory Note, and to pledge certain of its assets as security for the Promissory Note under and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, the payment of \$1,000 to the Company by Purchaser and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Parties to accept the Promissory Note, the Borrowers hereby agree with Secured Parties as follows:

1. **Defined Terms.** As used herein, the following terms shall have the following meanings:

"**Assets**" means the assets that are owned by the Company and listed on Exhibit A attached hereto.

"**Event of Default**" shall have the meaning ascribed thereto in the Promissory Note.

"**Loan Document(s)**," either singular or plural, means and includes this Agreement and certain other documents, including but not limited to the following (as modified from time to time): (a) the Promissory Note, (b) appropriately filed UCC-1 Financing Statements, and (c) the Purchase Agreement.

“**Obligations**” means (i) all sums payable under the Loan Documents, and any substitutions, extensions, renewals and re-amortization of the Promissory Note; (ii) any amounts that Secured Parties may advance or spend for the maintenance or preservation of the Collateral; (iii) any other expenditures that Secured Parties may reasonably make under the Loan Documents or for Borrowers’ benefit; (iv) any of the foregoing that arises after the filing of a petition by or against Borrower under the Bankruptcy Code, even if the obligations are deemed not to accrue under bankruptcy law because of the automatic stay under Section 362 or otherwise; and (v) all costs, including but not limited to attorneys’ fees and expenses, incurred by Secured Parties in: (A) originating, documenting, administering, collecting, enforcing, or compromising any of the foregoing, or (B) perfecting, or continuing in effect, Secured Parties’ security interest in the Collateral.

“**Person**” means any natural person, partnership, corporation, trust, limited liability company or other legally recognized entity.

“**Proceeds**” has the meaning assigned in the UCC.

“**UCC**” means the Uniform Commercial Code as from time to time in effect in the State of Texas.

Terms used in this Security Agreement, not otherwise expressly defined herein or in the Loan Documents, and for which meanings are provided in the UCC shall have such meanings. The Borrower agrees that with respect to terms that describe items or types of Collateral, the Borrower intends to and does hereby give effect, upon their respective effective dates, to revisions to the UCC effective after the date hereof to the extent, but only to the extent, such revisions either (i) provide meanings of terms not previously defined as items or types of property, or (ii) expand the items of or interests in property that are included within a previously defined term, with the effect that each of such terms describing items or types of property shall at all times be interpreted in its broadest sense.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, Borrowers hereby grant to Secured Parties a security interest in the Assets and all Proceeds, products and replacements of, accessions to, and substitutions for, any of the Assets, including, without limitation, proceeds of insurance policies insuring any of the Assets (collectively, the “**Collateral**”). This Agreement shall be deemed terminated upon full payment of the Obligations.

3. Escrow. Except as otherwise provided herein, title to the Assets shall be in the name of the Company; provided however, that contemporaneously herewith, the Parties and American Escrow Company, as “Escrow Agent”, have entered into an Escrow Agreement, or even date herewith (the “**Escrow Agreement**”), pursuant to which documents necessary to transfer title to the Assets into the name of the Secured Parties have been deposited into escrow by the Company under the Escrow Agreement.

4. Covenants. Borrowers covenant and agree with Secured Parties that, from and after the date of this Agreement until the Obligations are paid in full or title to the Collateral is transferred to Secured Party as provided in Section 6 below:

(a) Additional Documents; Pledge of Instruments. Borrowers agree to promptly and duly execute and deliver all such other and further documents, agreements and instruments and take such further action as any Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the liens created hereby. Borrowers also hereby authorize Secured Parties to file any such financing or continuation statement in accordance with this Agreement without the signature of Borrowers to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) No sale of Assets. Borrowers will not sell any of the Assets nor enter into any license agreement pertaining to the Assets, except for that certain License Agreement, of even date herewith, by and between the Company and Purchaser.

(c) Renewal of Marks and Domain Name Registrations. Borrowers shall have the duty to renew U.S. Service Mark Registration No. 2,032,430 for the mark 1-800-GIFT CARD by January 21, 2017 by filing or causing to be filed with the U.S. Patent and Trademark Office (“USPTO”) documents, specimens of use and fees acceptable to the USPTO for renewal of the registration. In the event that Borrowers shall fail to perform this duty by January 21, 2017, each Borrower does hereby make, constitute and appoint Maynard E. Small as such Borrower’s true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Borrower’s name on the necessary USPTO forms for renewal of U.S. Service Mark Registration No. 2, 032,430. Borrowers shall also have the duty to renew each of the Domain Name registrations listed on Exhibit A prior to its respective expiration date and to continue such renewals as necessary so as to maintain the registrations until ninety (90) days following the distribution of the Escrow Transfer Documents pursuant to Section 3 of the Escrow Agreement. In the event that Borrowers shall fail to perform this duty for any Domain Name registration by its respective renewal date, each Borrower does hereby make, constitute and appoint Maynard E. Small as such Borrower’s true and lawful attorney-in-fact, with full power of substitution and with the power to access the respective account, endorse such Borrower’s name with the Domain Name registrar and take such other actions as may be required by the Domain Name registrar to renew the Domain Name registrations listed on Exhibit A attached hereto.

(d) Minimum Net Equity. Borrowers shall cause the Company to be solvent and maintain solvency.

(e) Maintenance of Records. Borrower will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral. Borrower will mark its books and records pertaining to the Collateral to evidence this Agreement and the security interests granted hereby.

(f) Limitation on Liens on Collateral/Subordination Agreements. Borrowers will not create, assume or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral, and will defend the right, title and interest of Secured Parties in and to any of the Collateral against the claims and demands of all persons whomsoever.

(g) Notices. Borrowers will advise Secured Parties promptly, in reasonable detail, (i) of any lien (other than liens created hereby) on, or claim asserted against, any of the Collateral other than permitted encumbrances and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral hereunder.

5. Performance by Secured Parties of the Borrowers' Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Secured Parties, as provided for by the terms of this Agreement, shall themselves perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Secured Parties incurred in connection with such performance or compliance, together with interest thereon at the maximum lawful rate, shall be payable by the Borrowers to Secured Parties on demand and shall constitute obligations secured hereby.

6. Remedies. If an Event of Default occurs, then upon written notification by Secured Parties to the Escrow Agent, the Company and Purchaser (as provided in the Escrow Agreement), the Escrowed Documents shall be delivered to Secured Parties or their assigns, and title to the Assets shall be transferred to Secured Parties or their assigns.

7. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

8. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Paragraph Headings. The paragraph headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

10. No Waiver; Cumulative Remedies. No failure to exercise, nor any delay in exercising, on the part of Secured Parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which any Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law or in any of the other loan documents.

11. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified, altered or amended except by a written instrument executed by the Borrowers and Secured Parties. This Agreement shall be binding upon the successors and assigns of the Borrowers and shall inure to the benefit of Secured Parties and their respective successors and assigns.

12. Choice of Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.

13. Notices. All notices and other communications given to or made upon any party hereto in connection with this Agreement shall, except as otherwise expressly herein provided, be in writing (including telecopy, but in such case, a confirming copy will be sent by another permitted means) and mailed via certified mail, telecopied or delivered by guaranteed overnight parcel express service or courier to the respective parties, as follows: (i) if to the Borrowers, 5001 Spring Valley Road, Suite 282W, Dallas, Texas 75244, Attn: Chief Executive Officer; and (ii) if to Secured Parties:

Maynard Small
Creative Marketing Associates, Inc.
3100 Broadway Suite #227
Kansas City, MO 64111

and

Susan Smith
8118 Talbot Lane
Austin, TX 78746

Any Party may change its address by giving written notice to the other Parties in accordance with this Section of such change.

14. Jurisdiction and Venue. THE BORROWERS AGREE THAT ANY ACTION OR PROCEEDING TO ENFORCE, OR ARISING OUT OF, THIS AGREEMENT MAY BE COMMENCED IN THE DISTRICT COURT OF DALLAS COUNTY, TEXAS, OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, AND BORROWERS WAIVE PERSONAL SERVICE OF PROCESS AND AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN ANY OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED BY REGISTERED OR CERTIFIED MAIL TO IT, OR AS OTHERWISE PROVIDED BY THE LAWS OF TEXAS OR THE UNITED STATES. BORROWERS ACKNOWLEDGE THAT SECURED PARTIES HAVE BEEN INDUCED TO ACCEPT THIS AGREEMENT BY, AMONG OTHER THINGS, THE PROVISIONS OF THIS SECTION.

15. Arbitration. Any unresolved controversy or claim arising out of or relating to this Agreement shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in Austin, Texas, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange

of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the Texas Code of Civil Procedure, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Northern District of Texas or any court of the State of Texas having subject matter jurisdiction.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

17. Reinstatement. The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by the Secured Parties, whether upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, all as though such payment had not been made. The provisions of this Section shall survive repayment of all of the Obligations and the termination or expiration of this Agreement in any manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

1-800GIFTCARD.COM, INC.

By: _____
Maynard E. Small, President

CARDLAB, INC.

By: _____
David S. Jones,
Chief Executive Officer

MAYNARD E. SMALL LIVING TRUST
UNDER AGREEMENT DATED MAY 18,
2011

By: _____
Maynard E. Small, Trustee

Susan E. Smith
Susan Smith, individually

Trevor Smith, individually

Susan E. Smith
Susan Smith,
as Custodian for Phillip Smith

Susan E. Smith
Susan Smith,
as Custodian for Nicole Smith

Susan E. Smith
Susan Smith,
as Custodian for Timothy Smith

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

I-800GIFTCARD.COM, INC.

By: _____
Maynard E. Small, President

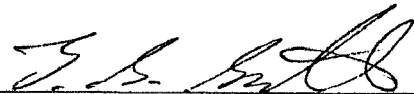
CARDLAB, INC.

By: _____
David S. Jones,
Chief Executive Officer

MAYNARD E. SMALL LIVING TRUST
UNDER AGREEMENT DATED MAY 18,
2011

By: _____
Maynard E. Small, Trustee

Susan Smith, individually



Trevor Smith, individually

Susan Smith,
as Custodian for Phillip Smith

Susan Smith,
as Custodian for Nicole Smith

Susan Smith,
as Custodian for Timothy Smith

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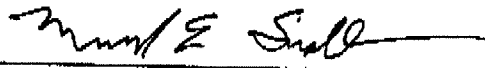
1-800GIFTCARD.COM, INC.

By: 
Maynard E. Small, President

CARDLAB, INC.

By: _____
David S. Jones,
Chief Executive Officer

MAYNARD E. SMALL LIVING TRUST
UNDER AGREEMENT DATED MAY 18,
2011

By: 
Maynard E. Small, Trustee

Susan Smith, individually

Trevor Smith, individually

Susan Smith,
as Custodian for Phillip Smith

Susan Smith,
as Custodian for Nicole Smith

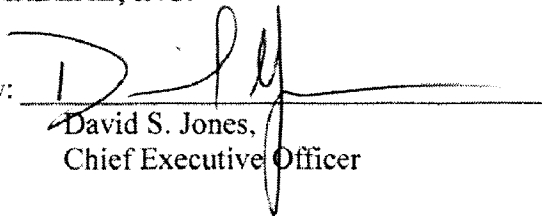
Susan Smith,
as Custodian for Timothy Smith

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1-800GIFTCARD.COM, INC.

By: _____
Maynard E. Small, President

CARDLAB, INC.

By:  _____
David S. Jones,
Chief Executive Officer

MAYNARD E. SMALL LIVING TRUST
UNDER AGREEMENT DATED MAY 18,
2011

By: _____
Maynard E. Small, Trustee

Susan Smith, individually

Trevor Smith, individually

Susan Smith,
as Custodian for Phillip Smith

Susan Smith,
as Custodian for Nicole Smith

Susan Smith,
as Custodian for Timothy Smith

EXHIBIT A

Assets

1. Domain Names:

<u>Domain Name</u>	<u>Status</u>	<u>Expires</u>
1-800-GC.COM	Active - Locked	12/11/2012
1-800-GIFCARD.COM	Active - Locked	2/14/2013
1-800-GIFCARDS.COM	Active - Locked	2/14/2013
1-800-GIFT-CARDS.COM	Active - Locked	1/15/2013
1-800-GIFTCARD.COM	Active - Locked	2/23/2017
1-800-GIFTCARD.MOBI	Active - Locked	9/26/2013
1-800-GIFTCARDS.COM	Active - Locked	2/23/2017
1-800-GIFTCARDS.MOBI	Active - Locked	9/26/2013
1-800GIFTCARD.COM	Active - Locked	1/25/2013
1-800GIFTCARDS.COM	Active - Locked	1/25/2013
1800-GIFTCARD.COM	Active - Locked	12/24/2012
1800-GIFTCARDS.COM	Active - Locked	12/24/2012
1800GIFCARD.COM	Active - Locked	2/14/2013
1800GIFCARDS.COM	Active - Locked	2/14/2013
1800GIFTBASKETS.NET	Active - Locked	9/5/2013
1800GIFTCARD.COM	Active - Locked	2/23/2017
1800GIFTCARD.MOBI	Active - Locked	9/26/2013
1800GIFTCARDS.COM	Active - Locked	2/23/2017
1800GIFTCARDS.MOBI	Active - Locked	9/26/2013
800-GIFT-CARD.COM	Active - Locked	1/25/2013
800-GIFT-CARDS.COM	Active - Locked	1/25/2013
800-GIFTCARD.COM	Active - Locked	6/24/2013
800-GIFTCARDS.COM	Active - Locked	6/24/2013
800GIFCARD.COM	Active - Locked	2/14/2013
800GIFCARDS.COM	Active - Locked	2/14/2013
800GIFTCARD.COM	Active - Locked	2/23/2017
800GIFTCARD.MOBI	Active - Locked	9/26/2013
800GIFTCARDS.COM	Active - Locked	3/28/2017
800GIFTCARDS.MOBI	Active - Locked	9/26/2013
GIFTCARD-800.COM	Active - Locked	6/24/2013
GIFTCARD.COM	Active - Locked	6/26/2021
GIFTCARD800.COM	Active - Locked	6/22/2013
GIFTCARDS-800.COM	Active - Locked	6/24/2013
GIFTCARDS800.COM	Active - Locked	6/22/2013
GIFTCARD.CO	Active - Locked	7/20/2013

2. Vanity Number: The toll-free vanity telephone number, 1-800-GIFTCARD and its numeric equivalent 1-800-443-8227.

3. Trademarks and Service Marks (collectively, the "Marks"):

The Trademark and Service Mark 1-800-GIFT CARD®, including all common law rights and U.S. Service Mark Registration No. 2,032,430, together with the goodwill of the business symbolized by the Marks, all renewals thereof, and all claims for damages by reason of past infringements of the Marks, with the right to sue and collect therefore.

The Trademark and Service Mark GIFTCARD.COM and Design™, including all common law rights and U.S. Service Mark Application No. 85/596,683, together with the goodwill of the business symbolized by the Marks, all registrations arising out of said application, all renewals thereof, and all claims for damages by reason of past infringements of the Marks, with the right to sue and collect therefor. Notwithstanding this paragraph and notwithstanding any statement in this Stock Purchase Agreement to the contrary, All Parties hereby agree the GIFTCARD.COM and Design™ Marks and associated goodwill and common law rights constituting, represented by and/or referenced in the application number 85/596,683 are sold "as is," "where is," and with all faults; that they may be subject to competing claims, trademarks, service marks and applications of third parties, including, without limitation, claims of Jason Wolfe; and that they are sold with no representations or warranties and no indemnification of any kind.

4. Corporate Name: 1-800-GIFTCARD.COM, INC., a Texas corporation.