

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAYNEEDLE, INC.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85653327	
Serial Number:	85553185	HAYBUCK REWARDS
Serial Number:	85553191	HAYBUCKS
Registration Number:	4173035	PLUMSTRUCK
Serial Number:	85425546	THE FOUNDRY

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G Street NW, Suite 420
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$140.00 85653327

ATTORNEY DOCKET NUMBER:	F141495
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	10/01/2012
Total Attachments: 3 source=IPSA- Hayneedle#page2.tif source=IPSA- Hayneedle#page3.tif source=IPSA- Hayneedle#page4.tif	

**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is effective as of September 28, 2012 by and between **HAYNEEDLE, INC.**, a Delaware corporation with its chief executive office located at 9394 West Dodge Road, Suite 300, Omaha, Nebraska 68114 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 230 West Monroe, Suite 720, Chicago, Illinois 60606 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of January 5, 2011 (as may be amended, hereinafter, the "IP Agreement") in favor of the Bank, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Bank in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Bank upon the terms of the IP Agreement.

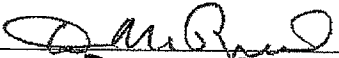
NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.
2. Amendment to Exhibits.
 - a. Exhibit C to the IP Agreement is hereby amended and supplemented by adding thereto all of the Intellectual Property Collateral as set forth on Exhibit A annexed hereto and incorporated herein by reference.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.
 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.
 - c. As required by the IP Agreement, the Grantor shall reimburse the Bank for the reasonable legal fees and expenses incurred in connection with the preparation and filing of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and effective as of the date first written above.

GRANTOR:

HAYNEEDLE, INC.

By 
Name: DONN M. RAYMOND
Title: CFO / TREASURER

BANK:

SILICON VALLEY BANK

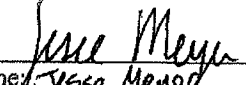

By 
Name: Jesse Meyer
Title: Relationship Manager

EXHIBIT A

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DESIGN OF OVERLAPPING STRAIGHT LINES IN BLACK AND WHITE 	85/653,327	06/15/2012
HAYBUCK REWARDS	85/553,185	02/27/2012
HAYBUCKS	85/553,191	02/27/2012
PLUMSTRUCK	4,173,035	07/10/2012
THE FOUNDARY	85/425,546	09/18/2011