

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
Deem Offers, Inc.		09/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LabMorgan Investment Corporation		
Street Address:	270 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4006053	HOMERUN	
Registration Number:	3915226	OFFERTISING	
Registration Number:	3918015	HOMERUN.COM	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	505800/0272		
NAME OF SUBMITTER:	Mindy M. Lok		

CH \$90.00 4006053

Signature:	/mml/
Date:	11/07/2012
Total Attachments: 7 source=DeemOffersTMSecurityInterestAgreement#page1.tif source=DeemOffersTMSecurityInterestAgreement#page2.tif source=DeemOffersTMSecurityInterestAgreement#page3.tif source=DeemOffersTMSecurityInterestAgreement#page4.tif source=DeemOffersTMSecurityInterestAgreement#page5.tif source=DeemOffersTMSecurityInterestAgreement#page6.tif source=DeemOffersTMSecurityInterestAgreement#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 7, 2012 is made by DEEM OFFERS, INC., a Delaware corporation, located at 301 Howard St, 20th Floor, San Francisco, CA 94105 (the "Borrower"), in favor of LABMORGAN INVESTMENT CORPORATION, a Delaware corporation, as security agent (the "Security Agent") for the Lenders parties to the Term Loan and Security Agreement, dated as of May 25, 2012 by and among Borrower, Rearden Commerce, Inc., a California corporation, Rearden Acquisition Corporation, a Delaware corporation, Expensewire, LLC, a Ohio limited liability company, Global Ground Automation, Inc., a Delaware corporation, Ketera Technologies, Inc., a Delaware corporation, Ketera Software India Private Limited, an Indian corporation, and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Term Loan and Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Term Loan and Security Agreement, the Lenders have agreed to make Loans and certain financial accommodations for the direct or indirect benefit of the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Term Loan and Security Agreement, the Borrower pledged and granted to the Lenders a first priority, continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Term Loan and Security Agreement, the Borrower agrees, for the benefit of the 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 meanings provided or provided by reference in the Term Loan and Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a first priority, continuing security interest in and Lien upon all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral") to the Security Agent for the benefit of the Lenders to secure payment, performance and observance of Borrower's Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Security Agent for the benefit of the Lenders in connection with the Term Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Term Loan and

Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Term Loan and 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. In the event of any conflict between the terms of this Agreement and the terms of the Term Loan and Security Agreement, the terms of the Term Loan and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEEM OFFERS, INC.

By: 
Name: Patrick Grady
Title: Chief Executive Officer

LABMORGAN INVESTMENT CORPORATION, as
Security Agent

By: _____
Name:
Title:

ACKNOWLEDGMENT OF SECURITY AGENT

STATE OF

COUNTY OF

[Signature])
) ss *[Signature]*
 6th September

On the ~~22nd~~ day of ~~August~~ 2012, before me personally came Vincent D'Agostino, who is personally known to me to be the Senior Vice President of LABMORGAN INVESTMENT CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said.

[Signature]
Notary Public, State of New York
No. 01SA8061513
Qualified in Suffolk County
Commission Expires July 18, 2015
Certificate Filed in New York County
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
HOMERUN	4,006,053
OFFERTISING	3,915,226
HOMERUN.COM	3,918,015