

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
Q Interactive, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	White Oak Global Advisors, LLC, as Administrative Agent
Street Address:	88 Kearny Street, Fourth Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	2952648	BUY ANYWHERE
Registration Number:	2148278	COOLSAVINGS
Registration Number:	3236417	DELIVERING THE PEOPLE BEHIND THE NUMBERS
Registration Number:	3000222	DOLLAROBICS
Registration Number:	3365224	FREELAPTOPNATION.COM
Registration Number:	3365226	FREENATION.COM
Registration Number:	3465413	GETMYFREELAPTOP.COM
Registration Number:	3604626	GIFT REWARD CENTER
Registration Number:	3563049	IWANTMYFREELAPTOP.COM
Registration Number:	2469058	POSTMASTERDIRECT
Registration Number:	4107689	Q INTERACTIVE
Registration Number:	3641302	Q NETWORK
Registration Number:	2628682	SAVE. THEN SHOP.
Registration Number:	3168505	THEUSEFUL

CH \$540.00 2952648

**TRADEMARK**

Registration Number:	3239162	THEUSEFUL
Registration Number:	3341533	THRUCHANNEL
Registration Number:	3691035	THRUCHANNEL
Registration Number:	3341844	TRUECONVERSION ENGINE
Registration Number:	3357762	TRUELEADS
Registration Number:	3121245	FREESTYLE REWARDS
Registration Number:	3104485	FREESTYLE REWARDS

**CORRESPONDENCE DATA**

Fax Number: 3128035299  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3602968
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	02/05/2013

Total Attachments: 8  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, supplemented and/or otherwise modified from time to time, this “*Agreement*”), dated as of January 31, 2013, is between Q INTERACTIVE, LLC, a Delaware limited liability company (the “*Grantor*”), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company (“*Administrative Agent*”), as Administrative Agent for the benefit of the Lenders party to that certain Loan Agreement (as hereinafter defined).

**RECITALS**

A. Grantor has previously entered into or is in the process of entering into that certain Loan and Security Agreement, dated as of January 31, 2013 (as amended, supplemented and/or otherwise modified from time to time, the “*Loan Agreement*”), among Borrower (as hereinafter defined), Grantor, the subsidiaries of Borrower which from time to time are parties thereto as Subsidiary Guarantors, the financial institutions which from time to time are parties thereto as Lenders, and Administrative Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to SELLING SOURCE, LLC, a Delaware limited liability company (“*Borrower*”), and Grantor has agreed to guaranty Borrower’s Obligations.

B. Pursuant to the Loan Agreement, Grantor grants, pledges and assigns to Administrative Agent for the benefit of the Lenders a security interest in, among other assets, the Intellectual Property (as defined in the Loan Agreement) owned by Grantor.

C. Grantor 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 Borrower pursuant to the Loan Agreement, Grantor agrees, for the benefit of Administrative Agent, as follows:

*Section 1. Definitions.* Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto 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 payment and performance when due of all of the Obligations, Grantor hereby grants, pledges and assigns a security interest to Administrative Agent in and to, all of the following, whether now owned or hereafter acquired (collectively, the “*Trademark Collateral*”):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, including without

limitation those trademarks listed on **Schedule A** attached hereto and the goodwill associated therewith (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, to the extent a grant of a security interest in and to any such license agreement would not result in a breach or violation of such license agreement (all of the foregoing are hereinafter referred to collectively as the "*Trademark Licenses*"); and

(c) all income, royalties, damages, payments and proceeds at any time due or payable to Grantor or asserted for the benefit of Grantor under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

*Section 3. New Trademarks.* If, before the Obligations shall have been paid in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of **Section 2** shall automatically apply thereto. Grantor shall promptly update **Schedule A** attached hereto as necessary, but no more frequently than once per fiscal quarter, and Grantor shall provide written notice to Administrative Agent of such updates on a fiscal quarterly basis. Grantor authorizes Administrative Agent to modify this Agreement by amending **Schedule A** attached hereto to reflect such updates.

*Section 4. Administrative Agent's Right to Sue.* Grantor shall have the right to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, provided that during the continuance of an Event of Default, Grantor shall seek the prior written consent of Administrative Agent, which will not be unreasonably withheld, in which event Administrative Agent may, if necessary, be joined as a nominal party to such suit if Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Loan Documents, as between Grantor and Administrative Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral so long as Grantor is the owner of such Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all damages, costs, and expenses, including attorneys' fees, incurred by Administrative Agent in the fulfillment of the provisions of this **Section 4**.

*Section 5. Loan Agreement.* This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Trademark 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 granted to Lenders under the Loan Agreement. The Loan Agreement (and all rights and remedies of each Lender thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

*Section 6. Release of Security Interest.* Upon the payment in full of the Obligations, the Trademark Collateral shall be released from the security interest granted hereby and in the Loan

Agreement and all obligations of Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all right, title and interest in and to the Trademark Collateral shall revert to Grantor. At the request and expense of Grantor, Administrative Agent shall promptly execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the security interest in and to the Trademark Collateral that has been granted hereunder.

*Section 7. Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

*Section 8. Loan Document.* This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

*Section 9. Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

**SECTION 10. GOVERNING LAW; JURISDICTION; ETC.**

(a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402).

(b) *SUBMISSION TO JURISDICTION.* EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT TO WHICH EACH IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY OTHER LENDING PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY LOAN PARTY OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION.

(c) *WAIVER OF VENUE.* EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SUBSECTION (B) OF THIS **SECTION 10**. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) *SERVICE OF PROCESS*. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN **SECTION 10.02** OF THE LOAN AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAWS.

*SECTION 11. WAIVER OF RIGHT TO JURY TRIAL.*


TO THE EXTENT PERMITTED BY APPLICABLE LAWS, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM.

[SIGNATURE PAGE FOLLOWS.]

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 written above.

WHITE OAK GLOBAL ADVISORS, LLC,  
as Administrative Agent

Q INTERACTIVE, LLC,  
as Grantor

By:   
Name: Barbara J.S. McKee  
Title: Managing Member

By: \_\_\_\_\_  
Name: Sam Humphreys  
Title: Authorized Person

*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 004955 FRAME: 0884**

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 written above.

WHITE OAK GLOBAL ADVISORS, LLC,  
as Administrative Agent

Q INTERACTIVE, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Managing Member

By: Sam W. Humphreys  
Name: Sam Humphreys  
Title: Authorized Person

*TRADEMARK SECURITY AGREEMENT*

**TRADEMARK**  
**REEL: 004955 FRAME: 0885**



**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Name of Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Status</b>	<b>Owner of Mark</b>
BUY ANYWHERE	USPTO	76514941	2952648	Registered	Q Interactive, LLC
COOLSAVINGS	USPTO	75131552	2148278	Registered	Q Interactive, LLC
COOLSAVINGS	UK		2171238	Registered	Q Interactive, LLC
DELIVERING THE PEOPLE BEHIND THE NUMBERS	USPTO	78777141	3236417	Registered	Q Interactive, LLC
DOLLAROBICS	USPTO	76603832	3000222	Registered	Q Interactive, LLC
FREELAPTOPNATION.COM	USPTO	77167726	3365224	Registered	Q Interactive, LLC
FREENATION.COM	USPTO	77167762	3365226	Registered	Q Interactive, LLC
GETMYFREELAPTOP.COM	USPTO	77167640	3465413	Registered	Q Interactive, LLC
GIFT REWARD CENTER	USPTO	77399684	3604626	Registered	Q Interactive, LLC
IWANTMYFREELAPTOP.COM	USPTO	77167676	3563049	Registered	Q Interactive, LLC
POSTMASTERDIRECT	USPTO	75841039	2469058	Registered	Q Interactive, LLC
Q INTERACTIVE	USPTO	85223162	4107689	Registered	Q Interactive, LLC
Q INTERACTIVE	FL State		T11000000140	Registered	Q Interactive, LLC

Name of Mark	Jurisdiction	Serial Number	Registration Number	Status	Owner of Mark
Q NETWORK	USPTO	78868143	3641302	Registered	Q Interactive, LLC
SAVE. THEN SHOP.	USPTO	75776417	2628682	Registered	Q Interactive, LLC
TheUseful	USPTO	78777136	3168505	Registered	Q Interactive, LLC
TheUseful (logo)	USPTO	78777158	3239162	Registered	Q Interactive, LLC
Thruchannel	USPTO	78780731	3341533	Registered	Q Interactive, LLC
THRUCHANNEL (logo)	USPTO	77341359	3691035	Registered	Q Interactive, LLC
TRUECONVERSION ENGINE	USPTO	78864211	3341844	Registered	Q Interactive, LLC
TRUELEADS	USPTO	78868208	3357762	Registered	Q Interactive, LLC

Name of Mark	Jurisdiction	Serial Number	Registration Number	Status	Owner of Mark
FREESTYLE REWARDS	USPTO	76602234	3121245	Registered	Q Interactive, Inc.
FREESTYLE REWARDS Logo	USPTO	76608731	3104485	Expired	Q Interactive, Inc.

Trademark Security Agreement

**TRADEMARK**