

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to IPSA		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
BORDERFREE, INC.		05/02/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HG 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	85427388	PORT 51	
Registration Number:	2806844	BORDERFREE	
Serial Number:	85441784	THE WORLD'S BEST STORES DELIVERED DIRECT	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		
ATTORNEY DOCKET NUMBER:	F144619		
NAME OF SUBMITTER:	ANDREW NASH		

OP \$90.00 85427388

Signature:	/ANDREW NASH/
Date:	05/07/2013
<b>Total Attachments: 4</b> source=Closing Copy - 1st Amendment to IP Security Agreement - Borderfree (05_2013)#page2.tif source=Closing Copy - 1st Amendment to IP Security Agreement - Borderfree (05_2013)#page3.tif source=Closing Copy - 1st Amendment to IP Security Agreement - Borderfree (05_2013)#page4.tif source=Closing Copy - 1st Amendment to IP Security Agreement - Borderfree (05_2013)#page5.tif	

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is effective as of May 2, 2013 by and between **BORDERFREE, INC.**, f/k/a **FIFTYONE, INC.**, a Delaware corporation with its chief executive office located at 292 Madison Avenue, 5th Floor, New York, New York 10017 (the "Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (the "Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

**WITNESSETH:**

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of September 17, 2009 (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 Schedule 1 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:

**BORDERFREE, INC.**

By 

Name: Michael Desimone

Title: CEO

BANK:

**SILICON VALLEY BANK**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

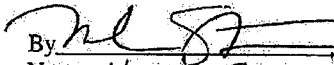
GRANTOR:

**BORDERFREE, INC.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

**SILICON VALLEY BANK**

By  \_\_\_\_\_  
Name: Melissa Stepanis  
Title: Managing Director

**SCHEDULE 1**

**EXHIBIT C**

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Port 51	85427388	April 24, 2012
Borderfree	2806844	January 20, 2004
The World's Best Stores Delivered Directly to You	85441784	May 15, 2012