

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital Insight Corporation		08/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4004722	INTUIT FINANCIAL SERVICES
Registration Number:	2637940	
Registration Number:	3685301	D
Registration Number:	2611866	DIGITAL INSIGHT
Registration Number:	2856129	DIGITAL INSIGHT
Registration Number:	3888468	DIGITAL INSIGHT
Registration Number:	3573166	FINANCEWORKS
Registration Number:	3750794	REAL BALANCE

CORRESPONDENCE DATA

Fax Number: 6502138158
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6502130300
 Email: iprecordations@whitecase.com
 Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor
Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155735-0062
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	08/02/2013

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of August 1, 2013 (this “Trademark Security Agreement”), by Digital Insight Corporation (the “Pledgor”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “Collateral Agent”) pursuant to that certain First Lien Credit Agreement, dated as of August 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Fandango Merger Corporation, Digital Insight Corporation, Fandango Intermediate Holdings Corporation, the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent, Jefferies Finance LLC, as swingline lender and Jefferies Finance LLC, as issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgor is a party to that certain First Lien Security Agreement dated as of August 1, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by the Pledgor of a security interest therein would result in loss by the Pledgor of any rights therein, or in any registration issuing therefrom, unless and until

a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and any Specified Hedging Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

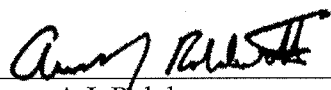
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the day and year first above written.

DIGITAL INSIGHT CORPORATION,
as Pledgor

By: 
Name: A.J. Rohde
Title: Vice President and Assistant Secretary

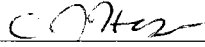
[Signature Page to Fandango First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005084 FRAME: 0645

ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:



Name: E. Joseph Hess

Title: Managing Director

[Signature Page to Fandango First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005084 FRAME: 0646

SCHEDULE 1
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations:

OWNER	COUNTRY	REGISTRATION NUMBER	MARK
Digital Insight Corporation	U.S.	4004722	INTUIT FINANCIAL SERVICES
Digital Insight Corporation	U.S.	2637940	DIGITAL INSIGHT and Design
Digital Insight Corporation	U.S.	3685301	DIGITAL INSIGHT and Design
Digital Insight Corporation	U.S.	2611866	DIGITAL INSIGHT
Digital Insight Corporation	U.S.	2856129	DIGITAL INSIGHT
Digital Insight Corporation	U.S.	3888468	DIGITAL INSIGHT
Digital Insight Corporation	U.S.	3573166	FINANCEWORKS
Digital Insight Corporation	U.S.	3750794	REAL BALANCE

U.S. Trademark Applications:

None