

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-------------------------------------|
| FRONTSTREAM PAYMENTS, INC. | | 08/16/2013 | CORPORATION: DELAWARE |
| FRONTSTREAM HOLDINGS, LLC | | 08/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| FRONTSTREAM DTI, LLC | | 08/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| DIRECT TECHNOLOGIES, L.L.C. | | 08/16/2013 | LIMITED LIABILITY COMPANY: FLORIDA |
| FRONTSTREAM FAST TRANSACT, LLC | | 08/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| FRONTSTREAM SALESYNERGY, LLC | | 08/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |
| FIRSTGIVING, INC. | | 08/16/2013 | CORPORATION: DELAWARE |
| SALESYNERGY, LLC | | 08/16/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | ELM PARK CAPITAL MANAGEMENT, LLC |
| Street Address: | 2101 Cedar Springs Rd., Suite 700 |
| City: | Dallas |
| State/Country: | TEXAS |
| Postal Code: | 75201 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|--------------|
| Registration Number: | 4334419 | FIRSTGIVING |
| Registration Number: | 4177139 | FASTTRANSACT |
| Registration Number: | 3063678 | SIMPLECASH |
| Registration Number: | 3415326 | FRONTSTREAM |

TRADEMARK

CH \$115.00 4334419

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 213.683.5698
Email: MinetteTayco@paulhastings.com
Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

| | |
|-------------------------|--------------------------|
| ATTORNEY DOCKET NUMBER: | FRONTSTREAM(78381.14):TR |
| NAME OF SUBMITTER: | Minette M. Tayco |
| Signature: | /Minette M. Tayco/ |
| Date: | 08/16/2013 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of August, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 16, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FrontStream Payments, Inc., a Delaware corporation ("FrontStream Payments"), FrontStream Holdings, LLC, a Delaware limited liability company ("FrontStream Holdings"), FrontStream DTI, LLC, a Delaware limited liability company ("FrontStream DTI"), Direct Technologies, L.L.C., a Florida limited liability company ("Direct Technologies"), FrontStream Fast Transact, LLC, a Delaware limited liability company ("FrontStream Fast Transact"), FrontStream SaleSynergy, LLC, a Delaware limited liability company ("FrontStream SaleSynergy"), SaleSynergy, LLC, a Delaware limited liability company ("SaleSynergy"), and Firstgiving, Inc., a Delaware corporation ("Firstgiving"; FrontStream Payments, FrontStream Holdings, FrontStream DTI, Direct Technologies, FrontStream Fast Transact, FrontStream SaleSynergy, SaleSynergy, and Firstgiving are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of August 16, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement (including Schedule 1.1 thereto), and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademark registrations and applications therefor including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined in, the Guaranty and Security Agreement.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

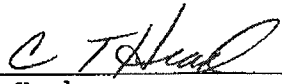
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

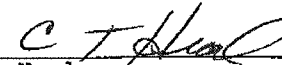
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


FRONTSTREAM PAYMENTS, INC., a Delaware corporation

By: 
Name: Tom Head
Title: Chief Financial Officer

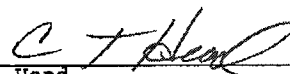
FRONTSTREAM HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: Tom Head
Title: Chief Financial Officer

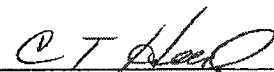
FRONTSTREAM DTI, LLC, a Delaware limited liability company

By: 
Name: Tom Head
Title: Chief Financial Officer

DIRECT TECHNOLOGIES, L.L.C., a Florida limited liability company

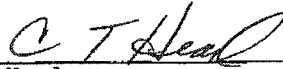
By: 
Name: Tom Head
Title: Chief Financial Officer

FRONTSTREAM FAST TRANSACT, LLC, a Delaware limited liability company

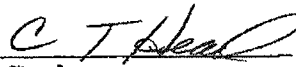
By: 
Name: Tom Head
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

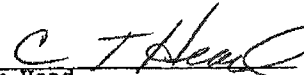
**FRONTSTREAM SALESYNERGY, LLC, a
Delaware limited liability company**

By: 
Name: Tom Head
Title: Chief Financial Officer

FIRSTGIVING, INC., a Delaware corporation

By: 
Name: Tom Head
Title: Chief Financial Officer

**SALESYNERGY, LLC, a Delaware limited liability
company**

By: 
Name: Tom Head
Title: Chief Financial Officer

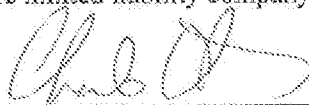
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ELM PARK CAPITAL MANAGEMENT, LLC,
a Delaware limited liability company, as Agent

By:



Name:

Charles Winegrad
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | App/Reg Date |
|-------------------------------|----------------|---|--|---------------------|
| FrontStream Payments, Inc. | U.S. | FIRSTGIVING | 4334419 | 5/14/2013 |
| FrontStream Payments, Inc. | U.S. | FASTTRANSACT | 4177139 | 7/17/2012 |
| FrontStream Payments, Inc. | U.S. | SIMPLECASH (STYLIZED/DESIGN) | 3063678 | 2/28/2006 |
| FrontStream Payments, Inc. | U.S. | FRONTSTREAM (STANDARD CHARACTER MARK) | 3415326 | 4/22/2008 |