

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRONTSTREAM PAYMENTS, INC.		08/26/2013	CORPORATION: DELAWARE
FRONTSTREAM HOLDINGS, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
FRONTSTREAM DTI, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
DIRECT TECHNOLOGIES, L.L.C.		08/26/2013	LIMITED LIABILITY COMPANY: FLORIDA
FRONTSTREAM FAST TRANSACT, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
FRONTSTREAM SALESYNERGY, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
FIRSTGIVING, INC.		08/26/2013	CORPORATION: DELAWARE
SALESYNERGY, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	ELM PARK CAPITAL MANAGEMENT, LLC, as Agent
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:	09/05/2013

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th 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").

WITNESSETH:

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;

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");

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;

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of August 16, 2013 (as amended, modified or supplemented from time to time prior to the date hereof, the "Existing Trademark Agreement") which was filed with the United States Patent and Trademark Office on or around August 16, 2013;

WHEREAS, Grantors desire to amend and restate the Existing Trademark Agreement to reflect the assignment of the Trademarks listed on the attached Schedule I from FrontStream Payments to FrontStream Holdings; and

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*.

8. Acknowledgment. Each Grantor hereby acknowledges and agrees that the security interests and Liens granted to Agent pursuant to the Existing Trademark Security Agreement shall remain outstanding and in full force and effect in accordance with the Existing Trademark Security Agreement, as modified herein, and shall continue to secure the Secured Obligations. Each Grantor and Agent hereby acknowledge and confirm that (a) the Secured Obligations (as referred to herein) represent, among other things, the amendment, restatement, renewal, extension, consolidation and modification of the Secured Obligations (as referred to in the Existing Trademark Security Agreement) arising in connection with the Credit Agreement and the other Loan Documents; (b) the Existing Trademark Security Agreement and the collateral pledged thereunder shall secure, without interruption or impairment of any kind, all existing Secured Obligations (as referred to in the Existing Trademark Security Agreement) together with all other Secured Obligations referred to herein; (c) all Liens evidenced by the Existing Trademark Security Agreement, as modified, amended or restated hereunder, are hereby ratified, confirmed and continued as modified, amended or restated hereunder; and (d) this Agreement is intended to restate, renew, extend, consolidate, amend and modify the Existing Trademark Security Agreement in its entirety and shall not constitute a novation and shall in no way adversely affect or impair the priority of Liens granted by the Existing Trademark Security Agreement. The foregoing shall apply, and the Liens granted under the Existing Trademark Security Agreement shall remain in full force and effect, in each case, notwithstanding the amendment and restatement of the Existing Trademark Security Agreement, as modified, amended, or restated hereunder.

[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 AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

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

By: *C T Head*
Name: Tom Head
Title: Chief Financial Officer

FIRSTGIVING, INC., a Delaware corporation

By: *C T Head*
Name: Tom Head
Title: Chief Financial Officer

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

By: *C T Head*
Name: Tom Head
Title: Chief Financial Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005106 FRAME: 0075**

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

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

By: 

Name: _____

Its Authorized Signatory

Mark Schachter
Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

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